

SECTION A – SF 1442

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SECTION B - SUPPLIES OR SERVICES AND PRICES / COSTS

B.1 SERVICES

The Contractor shall provide all materials, equipment, labor, and construction services required for the construction of a Maritime Training Academy (MTA) at Escuela Naval Almirante Padilla in Cartagena, Bolivar, Colombia, in accordance with the Statement of Work referenced in Sections C and J, Technical Specifications, Drawings and all other documents incorporated into this contract. The contractor is to perform the services in accordance with the terms and conditions of this solicitation, and in strict conformance with the contract clauses and any special conditions contained herein.

B.2 TYPE OF CONTRACT

This is a firm fixed-price contract payable entirely in the currency indicated by the Contractor in Sub-Section B.3.2. No additional sums will be payable on account of any escalation in the cost of materials, equipment or labor, or because of the Contractor's failure to properly estimate or accurately predict the cost or difficulty of achieving the results required by this contract. Nor will the contract price be adjusted on account of fluctuations in the currency exchange rates. Changes in the contract price or time to complete will be made only due to changes made by the Government in the work to be performed, or by delays caused by the Government (see Sub-Section F.12, Excusable Delays) as determined and approved by the Contracting Officer.

B.3 CONTRACT PRICE

The Contractor shall complete all work, including furnishing all labor, material, equipment and services, unless otherwise specified herein, required under this contract for the firm fixed-price indicated below and within the time specified herein. This price shall include all labor, materials, and insurance required by FAR 52.228-4, Workers' Compensation and War-Hazard Insurance (which shall not be a direct reimbursement), profit, and if applicable, value added tax (VAT), and DBA insurance, see Sub-Section B.4. Any costs not separately priced will be considered to be included in the overhead and other indirect costs.

The offerors shall insert the prices and currency of their offer below:

<u>CLIN</u>	<u>Description</u>	<u>Price</u>
0001	Construction of Maritime Training Academy – facility including office and classroom spaces, simulator rooms, and laboratory - as per Statement of Work, see Section C, Specifications and Drawings, see section J, including all labor, materials, equipment, services, overhead, other indirect costs, costs for insurance (other than DBA), bonds, and profit	
0002	Value Added Tax (IVA Tax) (See Section B.4)	
	Defense Base Act Insurance (DBA):	

0003	(If required; see Section B.5 and Section I)	
	<u>TOTAL PRICE LINE ITEMS 0001 through 0003:</u>	

B.3.2 THE CONTRACTOR SHALL STATE CURRENCY: _____

B.4 VALUE ADDED TAX (VAT)

If applicable, the contractor shall be responsible paying to the appropriate authority, the applicable rate of Value Added tax. Offerors shall identify Value Added Tax (VAT) as a separate line item in Section B. The VAT shall also be reflected as a separate cost item on all invoices submitted under the resulting contract. The Contractor will be reimbursed for VAT only to the extent contractor provides documentary proof that VAT has been paid to the host government up to the VAT amount included in Section B.3. Any refund of VAT to the contractor shall be paid over to the Government to the extent the Government reimbursed the contractor for the VAT payment.

B.5 DEFENSE BASE ACT INSURANCE (DBA)

DBA insurance is required for all United States citizens or residents and individuals hired in the United States, regardless of citizenship. This insurance may be obtained from any authorized DBA insurance broker, see Section I, FAR 52.228-3 WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT) (APR 1984).

B.6 COST OF MATERIALS / EQUIPMENT

The cost of any materials or equipment required in conjunction with the services rendered herein shall be included in the proposed firm fixed-price.

B.7 BILL OF QUANTITIES

A Bill of Quantity (BOQ)/Price Breakdown is provided in Section J, Attachment 2 Bidding Charts. The contract resulting from this solicitation shall be a Firm Fixed-Price contract and not a BOQ type contract providing for unit pricing of items and for payment based on quantity surveys. The total price will therefore not be adjusted upwards or downward to reflect work performed as determined by quantity surveys performed. It is a requirement for offerors to provide a breakdown of proposal by completing the BOQ. The BOQ shall be adjusted as desired to correspond with the offeror's Firm Fixed Price.

The Bill of Quantities provided is for reference purposes only. The contractor is required to verify the quantities and dimensions based on the drawings and specifications provided, and information acquired during the Site Visit. The contract price will not be adjusted due to increased quantities required during performance of the contract.

B.8 ABBREVIATIONS

CLIN	Contract Line Item Number
NET PRICE	Contract Amount without Value Added Tax

SECTION C - STATEMENT OF WORK / SPECIFICATIONS

C.1 GENERAL DESCRIPTION

This project will be implemented in Cartagena, Bolivar – Colombia. The facility will be located at “Almirante Padilla” naval academy. The exact location is detailed in the project’s plans.

The Contractor shall furnish and install all materials required by this contract. The contract drawings are set forth in Section J as Attachment 3 and the Technical Specifications are set forth in Section J as Attachment 1.

C.2 DRAWINGS

In case of differences between small and large-scale drawings, the latter will govern. Where a portion of the work is drawn in detail and the remainder of the work is indicated in outline, the parts drawn in detail shall apply also to all other portions of the work.

SECTION D - PACKAGING AND MARKING

D.1 RESERVED

D.2 DOSAR 652.229-70 EXCISE TAX EXEMPTION STATEMENT FOR CONTRACTORS WITHIN THE UNITED STATES (JUL 1988)

This is to certify that the item(s) covered by this contract is/are for export solely for the use of the U.S. Foreign Service Post identified in the contract schedule.

The Contractor shall use a photocopy of this contract as evidence of intent to export. Final proof of exportation may be obtained from the agent handling the shipment. Such proof shall be accepted in lieu of payment of excise tax.

D.3 PACKAGING REQUIREMENTS FOR MAIL AND COURIER SHIPMENT OF DOCUMENTS AND DRAWINGS

Separate packaging of electronic media and hardcopy material

The prime Contractor and any associated subcontractors will package all drawings and electronic media (Sensitive But Unclassified (SBU) and unclassified) in separate mailing packages, specifically, electronic media will be transported in electronic media packages that contain no other drawings or hard copies of any kind, beyond that of transfer/receipt documentation. Hardcopy (paper) drawing and documents will be packaged separately.

Double wrapping and addressing of packages

For all shipping methods, the prime contractor and any associated subcontractors will ensure that all project documentation, SBU and unclassified, is double wrapped with both layers addressed properly and labeled with the sender's address. No indication that the contents are SBU should appear on the outer wrapper. Document tracking receipts should be packaged inside the inner wrapping with the materials the receipt describes.

Packaging heavy materials in appropriate containers

In applying the above double wrapping and addressing procedures, items sent via US mail or commercial carrier weighing more than one (1) pound shall have the inner package enclosed within an appropriately sized double-walled box or, for rolled drawings, a manufactured mailing tube. The cardboard box or mailing tube counts as the second layer of wrap.

SECTION E – INSPECTION AND ACCEPTANCE

E.1 FAR 52.246-12 - INSPECTION OF CONSTRUCTION (AUG 1996)

- (a) Definition: "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.
- (b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.
- (c) Government inspections and tests are for the sole benefit of the Government and do not
 - (1) Relieve the Contractor of responsibility for providing adequate quality control measures;
 - (2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance.
 - (3) Constitute or imply acceptance; or
 - (4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) of this section.
- (d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.
- (e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes re-inspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.
- (f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.
- (g) If the Contractor does not promptly replace or correct rejected work, the Government may --
 - (1) By contract or otherwise, replace or correct the work and charge the cost to the Contractor; or
 - (2) Terminate for default the Contractor's right to proceed.
- (h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or non-conforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.
- (i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

E.2 SUBSTANTIAL COMPLETION

Definitions.

E.2.1. “Substantial Completion” means the stage in the progress of the work as determined and certified by the Contracting Officer or Contracting Officer’s Representative in writing to the Contractor, on which the work or a portion thereof designated by the Government is sufficiently complete and satisfactory, in accordance with the requirements of the Contract Documents, that it may be occupied or utilized for the purpose for which it is intended, and only minor items such as touch-up, adjustments, and minor replacements or installations remain to be completed or corrected which (1) do not interfere with the intended occupancy or utilization of the work, and (2) can be completed or corrected within the time period required for final completion.

E.2.2 “Date Of Substantial Completion.” means the date determined by the Contracting Officer or Contracting Officer’s Representative of which substantial completion of the work has been achieved.

E.3 USE OF EQUIPMENT BY THE GOVERNMENT

E.3.1 Right to use. The Government may take over and operate, with Government employees, such equipment as is necessary for heating/cooling or security equipment such areas of the building as require the service, and other equipment such as elevators, electrical, plumbing and mechanical systems, as soon as the installation is sufficiently complete to permit operation.

E.3.2 Notice. The COR will advise the Contractor in writing, prior to the use of the equipment, which items of equipment will be operated, and the date and time such operation shall begin.

E.3.3 Effect on warranties. Government operation of equipment will not relieve the Contractor of any warranty or correction obligations elsewhere provided for in this contract. The applicable correction period, elsewhere provided for in this contract, for each piece of equipment shall be in accordance with the applicable provisions of this contract.

E.4 FINAL COMPLETION AND ACCEPTANCE

E.4.1 Definitions

(a) "Final completion and acceptance" means the stage in the progress of the work as determined by the COR and confirmed in writing to the Contractor, on which all work required under the contract has been completed in a satisfactory manner in accordance with the requirements thereof, subject to the discovery of defects after final completion, and except for items specifically excluded in the notice of final acceptance.

(b) The "date of final completion and acceptance" means the date determined by the COR as of which final completion of the work has been achieved, as indicated by written notice to the Contractor.

E.4.2 Request for Final Inspection and Tests

The Contractor shall give the COR at least 15 days advance written notice of the date the work will be fully completed and ready for final inspection and tests. Final inspection and tests will be started not

later than the date specified in the aforesaid notice unless the COR determines that the work is not ready for final inspection and so informs the Contractor.

E.4.3 Final Acceptance

Upon (a) satisfactory completion of all required tests, (b) verification by the COR on the basis of a final inspection that all items listed in the Schedule of Defects have been completed or corrected and that the work is finally complete, subject to the discovery of defects after final completion, and (c) submittal by the Contractor of all documents including contractor close-out documents, and other items required upon completion of the work, including a final request for payment, and if the COR is satisfied that the work under the contract is complete and the contract has been fully performed, with the exception of continuing obligations there under, the COR shall issue to the Contractor a notice of final acceptance and process final payment as required by the contract.

E.5 QUALITY ASSURANCE AND QUALITY CONTROL

E.5.1 QUALITY ASSURANCE AND QUALITY CONTROL

E.5.1.1 Introduction: The Contractor shall establish and maintain a project-specific Quality Management Program (QMP) which defines and implements a quality system. The quality system is a documented organizational process which describes responsibilities, procedures, and resources for providing quality control and quality assurance on a project. Effectiveness of the QMP is achieved through adequate planning, forceful direction, and checking in the sense of measurement and evaluation. The QMP applies to the control of quality throughout all areas of contract performance.

E.5.1.2 Quality Management Program: The Contractor's QMP shall be COR-approved to provide employees, consultants, and/or joint-venture partners with established, uniform procedures for production of project data and documents throughout the construction process. Principal functions of the QMP are the following:

E.5.1.2.1 Quality Control (QC): Operational techniques and activities that are used to fulfill requirements for quality.

E.5.1.2.2 Quality Assurance (QA): Documentation of planned and systematic actions required to provide confidence that the services provided are based on project requirements and satisfy stated requirements for quality.

E.5.1.3 Audits After award of the Contract, the Government may perform audits of the Contractor's QMP to periodically assess conformance with the QMP in accordance with the provisions of Section E of the contract. Disapproval of the program, or major portions, may cause delay in progress of the project's development or, in some cases, withholding acceptance of the Contractor's performed services. The Government may examine the Contractor's existing quality system prior to award of this contract as part of a pre-contract assessment, in order to determine the ability of the Contractor to satisfy the "quality" requirements of this contract.

E.5.1.4 Agreement on Quality Assurance the Contractor shall develop a clear understanding with all his consultants on quality assurance matters for which the consultants are responsible, and the quality assurance program of the consultants shall be integrated with that of the Contractor of record.

E.5.1.5 QMP Submittal Requirements the QMP shall be structured and developed to include the following minimum requirements:

E.5.1.5.1 Organizational Structure The Contractor shall define and submit a QMP organizational structure within 30 days of contract award, including charts and a description of responsibilities of key persons who will perform the services. Persons responsible for interface with the Government, including the security manager and QMP Manager must be identified. A separate list should also include all team members, including consultants with telephone and email addresses.

Offeror's shall provide a preliminary Quality Management Program (QMP) as part of their proposal

Final submission required:

Construction: Fifteen (15) calendar days after contract award.

E.5.1.5.2 Quality Policy The Contractor shall have a stated corporate quality policy. This policy shall be consistent with the Contractor's quality policy in the QMP. Necessary measures shall be taken by the Contractor to ensure that the corporate quality policy is understood, implemented, and maintained by all employees of the Contractor and the Contractor's subcontractors.

E.5.1.5.3 Reserved

E.5.1.5.4 Building Standards Construction must comply with the building codes and standards and applicable design criteria, (see section J). Inconsistencies among codes and standards shall be brought to the COR attention in writing. The PM/PD will resolve any inconsistencies

E.5.1.5.5 Other Procedures Other procedures shall address management, procurement activities, construction management, quality records, and audits.

E.5.1.5.6 Security and Communications Interface The Contractor's QMP shall provide for integration of security and communications requirements into the project.

E.5.1.5.7 Reserved

E.5.1.5.8 Document Control The QMP shall ensure that documents, including subsequent changes, will be reviewed for adequacy, approved for release by authorized personnel, and properly conveyed to the Government. Persons responsible for reviewing, approving, and releasing new and revised documents shall be identified.

E.5.1.5.9 Reserved

E.5.1.5.10 Reserved

E.5.1.5.11 Reserved

E.5.1.5.11.1 Reserved

E.5.1.5.12 Administration The Administration of the quality program shall be vested in a responsible, authoritative element of the organization with a clear access to management. The organization shall

be staffed by technically competent personnel with sufficient authority to ensure that quality requirements are consistently maintained.

E.5.2 CONSTRUCTION QUALITY ASSURANCE AND QUALITY CONTROL

E.5.2.1 The Contractor shall institute an appropriate inspection system including checklists of duties to be carried out, ensuring these duties are carried out by the supervisory staff and senior employees, and carrying out weekly inspections to determine whether the various services are being performed according to the contract requirements. Copies of the weekly inspection reports shall be provided to the COR seven (7) days after end of weekly period.

E.5.2.2 Any shortcomings and/or substandard conditions noted in such inspections shall be promptly corrected and improved; any conditions beyond the responsibility of the Contractor shall be brought to the attention of the Contracting Officer or COR, for disposition.

E.5.2.3 Monthly Report: The Contractor shall render a monthly progress report and pictures (significant items), summing up observations resulting from the inspections, progress, difficulties or irregularities encountered, resolution of problems, measures taken to improved conditions, recommendations, and other matters related to this contract. This monthly report shall be submitted to the COR, together with the Contractor's monthly invoice.

E.5.2.4 Inspection by Government: The services being performed hereunder and the supplies furnished will be inspected from time to time by the COR, or his/her authorized representatives, to determine that all work is being performed in a satisfactory manner, and that all supplies are of acceptable quality and standards.

E.5.2.5 Weekly Progress Report: The contractor shall submit a weekly progress report with photos to the COR indicating whether or not the work is going according to the proposed schedule, the number of people that worked daily, the activities performed during each day, and the problems encountered.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 FAR 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to: (a) commence work under this contract fifteen (15) calendar days after the date the Contractor receives the notice to proceed; (b) prosecute the work diligently; and (c) complete the entire work ready for use **not later than two hundred and forty-five (245) calendar days after the contractor receives the Notice to Proceed**. The time stated for completion shall include final cleanup of the premises and completion of punch-list items.

F.2 CONTRACTOR DELAYS

The project schedule is a key parameter of this project, and completion of the construction periods is a key to the project as a whole. Liquidated damages are part of this contract.

F.2.1 FAR 52.211-12 Liquidated damages – Construction (Sept 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government **in the amount of USD \$159.26 per day for each calendar day of delay** until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

F.3 CONTRACTOR'S SUBMISSION OF CONSTRUCTION SCHEDULES

(a) The time for submission of the schedules referenced in Section I, 52.236-15, "Schedules for Construction Contracts", paragraph (a), is hereby modified to reflect that the submission shall be within 15 calendar days after contract award.

(b) These schedules shall include the time by which shop drawings, product data, samples and other submittals required by the contract shall be submitted for approval.

(c) The Contractor shall revise such schedules (1) to account for the actual progress of the work, (2) to reflect approved adjustments in the performance schedule, and (3) as required by the COR to achieve coordination with work by the Government and any separate contractors employed by the Government. The Contractor shall submit a schedule, which sequences work to minimize disruption at the job-site.

(d) All deliverables shall be in the English language, unless otherwise provided hereunder, and any system of dimensions (i.e., metric) shown shall be consistent with that used in the contract. No extension of time shall be allowed for delay by the Government in approving such deliverables if the Contractor has failed to act promptly and responsively in submitting its deliverables. Each deliverable shall be identified as required by the contract.

F.4 DELIVERABLES

Deliverable items called out in this contract shall be delivered in accordance with the following delivery schedule:

CO = **Contracting Officer**
COR = **Contracting Officer's Representative**
NTP = **Notice to Proceed**

Description	Delivery Date	Deliver to:
H.1.1(1) Payment Bond	Within 15 calendar days after contract award	CO
H.1.1(2) Performance Bond	Within 15 calendar days after contract award	CO
H.2.4 Insurance	Within 15 calendar days after contract award	CO
H.12.1 Safety Plan	Within 15 calendar days after contract award	COR
F.3 Construction Schedule	Within 15 calendar days after contract award	COR
H.15.1 Submittal Register	Within 15 calendar days after contract award	COR
H.14.4 Bios on Personnel	Within 15 calendar days after contract award	COR
H.10.1(b) List of vehicles	1 week prior to required vehicle access	COR
E.5 Quality Management Plan	15 calendar days after Contract award	COR
E.5.2 Inspection Reports	7 days after end of weekly period	COR
G.3 Payment Request	monthly after NTP	CO & COR
F.7 Monthly Progress Report	monthly after NTP	COR
E.5.2.5 Weekly Progress Report	Monday of every week	COR
I.1 Updates to Construction Schedule (52.236-15)	last calendar day of each month	COR
E.2 Request for Substantial Completion Inspection	15 workdays before inspection	COR
E.4 Request for Final Completion Inspection	15 workdays before inspection	COR
H.4.4 As-Built Drawings	30 calendar days after final inspection but before the final invoice	COR
F.10 Notice of Delay	Within 10 days after event	CO
F.11 Additional Hours	No later than 24 hours in advance of need	COR
H.18.1 Request for Equitable Adjustment	Within 20 days after event	CO
H.18.2 Differing Site Condition	Within 10 days of occurrence	CO
E.4.3 Final Acceptance Release Statement and Contract Close-out Documents	with final invoice	CO & COR
Section J	As required	COR

All deliverables as and when required in the statement of work, specifications, or drawings		
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NOTE: Any and all costs for the preparation, handling and submission of weekly and monthly reports shall be included in the total price of the contract.

F.5 ACCEPTANCE OF SCHEDULE

When the Government has accepted any time schedule, it shall be binding upon the Contractor. The completion date is fixed and may be extended only by a written contract modification signed by the Contracting Officer. Acceptance or approval of any schedule or revision thereof by the Government shall not (1) extend the completion date or obligate the Government to do so, (2) constitute acceptance or approval of any delay, nor (3) excuse the Contractor from or relieve the Contractor of its obligation to maintain the progress of the work and achieve final completion by the established completion date.

F.6 NOTICE TO PROCEED

(a) Upon award of the contract, the Contracting Officer may provide to the Contractor a Limited Notice to Proceed (LNTP) which shall allow the contractor to commence with planning, initiate limited mobilization work activities, including submissions, establishment of site offices and lay-down areas.

Following receipt of the bonds, evidence of insurance and acceptance of these documents, the Contracting Officer will provide to the Contractor a Full Notice to Proceed (FNTP).

(b) The Contracting Officer may elect to issue the FNTP prior to receipt and acceptance of any bonds, evidence of insurance, or of the construction schedules required by the contract. Issuance of a FNTP by the Government before receipt and acceptance of the required bonds, insurance certificates or policies, and the construction schedules shall not be a waiver of the requirement to furnish these documents.

F.7 MONTHLY PROGRESS REPORT

Monthly progress reports shall be submitted by the last calendar day of each month during this contract. Reports shall be in letter format and contain information relevant to this project, including, but not limited to, accomplishments during the previous month, anticipated accomplishments for the next month, arising or occurring problems and possible or proposed solutions, questions that require answers or directions from the Post, any pending Government review comments regarding the Contractor's submittals, any proposed change orders that have not been executed, and any other pertinent information required to report the progress of performance under this contract. Progress payments may be withheld until receipt of the Monthly Progress Report.

F.8 FAR 52.242-14 - SUSPENSION OF WORK (APR 1984)

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted

(1) By an act of the Contracting Officer in the administration of this contract, or

(2) By the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly.

However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

(c) A claim under this clause shall not be allowed --

(1) For any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and

(2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

F.9 PRE-PROPOSAL-CONFERENCE

See Section L.6, clause FAR 52.236-27, Site Visit (Construction).

F.10 NOTICE OF DELAY

In the event the Contractor receives a notice of any change in the work, or if any other conditions arise which are likely to cause or are actually causing delays which the Contractor believes may result in completion of the project after the completion date, the Contractor shall notify the Contracting Officer of the effect, if any, of such change or other conditions upon the approved schedule, and shall state in what respects, if any, the relevant schedule or the completion date should be revised. Such notice shall be given promptly and not more than ten (10) days following the first occurrence of event giving rise to the delay or prospective delay. Revisions to the approved time schedule shall only be made with the approval of the Contracting Officer.

F.11 WORKING HOURS

(a) Normal working hours at the site shall be a maximum of 8 hours per day Monday through Saturday. Actual construction work hours shall be coordinated with the COR. The COR may, upon request and if circumstances permit, approve other hours and/or work on weekends and holidays provided that no additional costs will arise to the U.S. Government as a result thereof. A minimum of 24 hours advance notice of intent to request other hours shall be given to the COR. Changes in work hours will not be cause for a price increase.

(b) In addition to the recognized public holidays, the Department of State observes local and American holidays, see the list under F.14, and/or any other day designated by Federal law, Executive Order or Presidential Proclamation.

(c) When any American holiday falls on a weekend, the preceding Friday or the following Monday is observed. Observance of such days by Government personnel shall not be cause for entitlement to additional time or money except as set forth in the contract. If the contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

F.12 EXCUSABLE DELAYS

The Contractor will be allowed time, not money, for excusable delays.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause, if --

- (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include --
 - (i) Acts of God or of the public enemy,
 - (ii) Acts of the Government in either its sovereign or contractual capacity,
 - (iii) Acts of another Contractor in the performance of a contract with the Government,
 - (iv) Fires,
 - (v) Floods,
 - (vi) Epidemics,
 - (vii) Quarantine restrictions,
 - (viii) Strikes,
 - (ix) Freight embargoes,
 - (x) Unusually severe weather, or
 - (xi) Delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and
- (2) The Contractor, within 10 days from the beginning of any delay (unless extended by the Contracting Officer), notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, the time for completing the work shall be extended. The findings of the Contracting Officer shall be final and conclusive on the parties, but subject to appeal under the Disputes clause.

F.12.1 Rain Delays

Rain Days: For each rain day on which the Contractor is unable to perform work, one additional calendar day may be added to the 120 day contract period of performance. The additional time added to the schedule is considered to be full compensation to the Contractor for any work time lost as the result of rain delays. The Contractor will not receive additional monetary compensation as the result of rain delays. The Contractor is required to mitigate the impact of rain delays by performing any other activities that can be performed during periods of rain.

A “rain day” is defined as a day on which it is apparent that the rain is of such a magnitude or duration that it would be unlikely that the Contractor would be able to complete sufficient work to justify requiring the Contractor and his labor force to remain on site during that day.

Each rain day will be decided on a case-by-case basis, and must be approved as a rain day by the COR. Any disputes shall be resolved by the Contracting Officer.

F.13 PRE-CONSTRUCTION CONFERENCE

A pre-construction conferences may be held after contract award or upon submittal of the first deliverables to the COR, to discuss the design planning, schedule, submittals, notice to proceed, mobilization and other important issues that affect construction progress.

F.14 HOLIDAY SCHEDULE:

The following days will be observed as American and Colombian holidays by the Embassy, and the Embassy and Consulates will be closed to the public on the following official holidays: 2013

DATE	HOLIDAY	TYPE
January 1	New Year’s Day	Both
January 7	Epiphany	Colombian
January 21	Birthday of Martin Luther King, Jr.	American
February 18	Washington’s Birthday	American
March 24	Palm Sunday	Colombian
March 25	St. Joseph’s Day	Colombian
March 28	Holy Thursday	Colombian
March 29	Good Friday	Colombian
March 31	Easter	Colombian
May 1	Labor Day	American
May 13	Ascension Day	Colombian
May 27	Memorial Day	American
June 3	Corpus Christi	Colombian

June 10	Feast of the Sacred Heart	Colombian
July 1	Feast of Saints Peter and Paul	Colombian
July 4	Independence Day	American
July 20	Independence Day	Colombian
August 7	Battle of Boyaca	Colombian
August 19	Assumption Day	Colombian
September 2	Labor Day	American
October 14	Columbus Day/Discovery of America	Both
November 4	All Saints Day	Colombian
November 11	Veterans Day/Cartagena's Independence Day	Both
November 28	Thanksgiving Day	American
December 8	Immaculate Conception	Colombian
December 25	Christmas Day	Both

As this contract is for construction taking place on a non-US Government property, the Contractor is not required by this contract to consider or observe American holidays however the Contractor must act in compliance with local holidays and shall exercise due diligence to ensure local customs, appropriate compensation issues, and labor laws are addressed.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 AUTHORITY OF CONTRACTING OFFICER

All work shall be performed under the general direction of the Contracting Officer, who alone shall have the power to bind the Government and to exercise the rights, responsibilities, authorities and functions vested by the contract, except that the Contracting Officer and the Procurement Executive shall have the right to designate authorized representatives to act for the Contracting Officer, as specifically provided in the designation of that individual.

G.1.1 CONTRACT ADMINISTRATION DATA (07/01)

Contracting Officer:	Timothy P. Farrell
Contract Administrator:	Rachel Carria Gaspard Telephone Number: 57-1-275-4204 Email: gaspardrc@state.gov
Courier or Hand Delivery:	US Embassy Bogota - NAS Carrera 45 #24B-27 Bogota, Colombia
Contracting Officer's Representative (COR):	To Be Specified at Contract Award Telephone Number: Email:

G.2 DOSAR 652.242-70 - CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract shall be named after contract award.

G.3 PAYMENT CONSTRUCTION SERVICES

G.3.1 General

The Contractor's attention is directed to Section I.7 FAR 52.232-5, "Payments Under Fixed-Price Construction Contracts". The following subsections elaborate upon the information contained therein.

G.3.2 Detail of Payment Requests

Each request for payment, which shall be made no more frequently than monthly, unless otherwise provided herein, shall cover the value of labor and materials completed and in place, including a pro-rated portion of overhead and profit. Invoices shall be addressed to:

US Embassy Bogota
Attn. Seccion de Pagos – Narcotics Affairs Section
Carrera 45 No 24B-27, Puesto 2
Bogota, Colombia
List Contract number

Copies of the first and the last invoice shall be submitted to the contract administrator via email: gaspardc@state.gov.

For VAT requirements please see Section B.4.

G.3.3 Payments to Subcontractors

The Contractor shall make timely payment from the proceeds of the progress or final payment for which request is being made, to his subcontractors and suppliers in accordance with the Contractor's contractual arrangements with them.

G.3.4 Evaluation

Following receipt of the Contractor's request for payment, and on the basis of an inspection of the work, the COR shall make a determination as to the amount which, in his/her opinion, is then due. In the event the COR does not approve payment of the full amount applied for, less the retainage addressed in FAR 52.232-5, the COR shall advise the Contractor of the reasons therefore.

G.3.5 Additional Withholding

Independently of monies retained by the Government under FAR 52.232-5, or otherwise as permitted to be retained under this contract, the Government may withhold from payments due the Contractor any amounts considered necessary to cover:

- (a) Wages or other amounts due the Contractor's employees on this project;
- (b) Wages or other amounts due employees of subcontractors on this project;
- (c) Amounts due suppliers of materials or equipment for this project; and
- (d) Any other amounts for which the Contractor may be held liable under this contract, including but not limited to the actual or prospective costs of correction of defective work and prospective liquidated damages when the Contractor has failed to make adequate progress.

G.3.6 Payment

In accordance with FAR 52.232-27(a) the 14-day period identified in FAR 52.232-27(a)(1)(i)(A) is hereby changed to 30 days.

G.4. ADVANCE PAYMENT

Advance payments **shall not** be authorized during the performance of this contract.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 BOND REQUIREMENTS

H.1.1 Bonds Required

Pursuant to FAR 52.228-15 - "Performance and Payment Bonds – Construction", this is an International contract for which normal bonds under the Miller Act do not apply. Irrevocable Letters of Credit (ILOC) are the preferred security for this project. The Contractor shall furnish two ILOC's, one in the amount 30% of the contract price as a performance surety, and one in the amount of 20% of the contract price as a payment surety. Samples of ILOC sureties acceptable to the Government are shown in sample forms in **Attachment 4**.

Please itemize the cost of obtaining Irrevocable Letters of Credit (ILOC) on the required cost breakdown provided in Section J. Ensure you have fully priced the cost of the ILOC's in your fixed construction price because no price adjustment for ILOCs will be considered after award. This contract requires irrevocable letters of credit. **No use of retention as a substitute for the ILOCs will be considered or allowed.**

All policies which are stipulated for these works should be signed by the legal representative of the company. The policies should name the American Embassy, NIT 800.090.823-1, as the beneficiary. The full cost of all policies will be borne by the Contractor, who shall be required to submit the payment receipt for the respective premiums.

Any bonds and/or letters of credit submitted by the Contractor may be submitted in English or Spanish.

H.1.2 Time for Submission

The Contractor shall provide the bonds required by paragraph H.1.1 above within 15 calendar days after contract award. Failure to timely submit (1) the required bonds or other security acceptable to the Government; (2) bonds from an acceptable surety; or (3) bonds in the required amount, may result in rescinding or termination of the contract by the Government. Should the contract be terminated, the contractor will be liable for those costs as described in FAR 52.249-10, "Default (Fixed-Price Construction), which is included in Section I of this contract.

H.1.3 Coverage

The bonds or alternate performance security shall guarantee the Contractor's execution and completion of the work within the contract time and the correction of any defects after completion as required by this contract, the payment of all wages and other amounts payable by the Contractor under its subcontracts or for labor and materials, and the satisfaction or removal of any liens or encumbrances placed on the work.

H.1.4 Duration of Coverage

The required performance and payment securities shall remain in effect in the full amount required until final acceptance of the project by the Government. After final completion and acceptance, only

the performance security shall remain in effect for one year in the amount of 20% of the contract price, and the Contractor shall pay any premium required for the entire period of coverage. The requirement for payment security terminates at final acceptance.

H.1.5 FAR 52.228-2 – ADDITIONAL BOND SECURITY (OCT 1997)

The Contractor shall promptly furnish additional security required to protect the Government and persons supplying labor or materials under this contract if -

- (a) Any surety upon any bond, or issuing financial institution for other security, furnished with this contract becomes unacceptable to the Government;
- (b) Any surety fails to furnish reports on its financial condition as required by the Government; or
- (c) The contract price is increased so that the penal sum of any bond becomes inadequate in the opinion of the Contracting Officer; or
- (d) An irrevocable letter of credit (ILC) used as security will expire before the end of the period of required security. If the contractor does not furnish an acceptable extension or replacement ILC, or other acceptable substitute, at least 30 days before an ILC's scheduled expiration, the Contracting Officer has the right to immediately draw on the ILC.

H.2 INSURANCE

H.2.1 Amount of Insurance

The Contractor's attention is directed to Section I, 52.228-5, "Insurance - Work on a Government Installation". As required by this clause the Contractor is required to provide and maintain whatever insurance is legally necessary.

The Contractor shall, at his own expense, provide and maintain during the entire performance period General Liability (includes premises/ operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury) in the minimum amount stated below.

- 1. Bodily Injury on or off the site stated in US Dollars:
 - Per Occurrence As required by local law
 - Cumulative As required by local law
- 2. Property Damage on or off the site stated in US Dollars:
 - Per Occurrence As required by local law
 - Cumulative As required by local law

The foregoing types and amounts of insurance are the minimums required. The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to any property of the Contractor, its officers, agents, servants, and employees, or any other person, arising from and incident to the Contractor's performance of this contract. The Contractor

shall hold harmless and indemnify the Government from any and all claims arising thereof, except in the instance of gross negligence on the part of the Government.

The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.

Social Security System: In addition to the requirements listed above, all workers and subcontractors who are employed on the project shall be registered with a Social Security System, which includes an E.P.S. (Health Entity) and an A.R.P. (Professional Risk Administration Company), and the Contractor shall be up to date with the respective payments. The contractor shall likewise take on responsibility for any damages or prejudices which might result from any and all actions and activities of the Contractor. The Contractor shall submit copies of payment tables during the first seven days of the month to the COR.

H.2.2 Government as Additional-Insured

The general liability policy required of the Contractor shall name "the United States of America, acting by and through the Department of State", as an additional-insured with respect to operations performed under this contract.

H.2.3 Insurance-Related Disputes

Failure to agree to any adjustment contemplated under this contract regarding insurance shall be a dispute within the meaning of the clause in Section I, 52.233-1 "Disputes". However, nothing in this clause shall excuse the Contractor from proceeding with the work, including the repair and/or replacement as herein above provided.

H.2.4 Time for Submission of Evidence of Insurance

The Contractor shall provide evidence of the insurance required under this contract within fifteen (15) calendar days after contract award. Failure to timely submit this evidence, in a form acceptable to the Contracting Officer, may result in rescinding or termination of the contract by the Government.

H.3 DEFINITIONS

In addition to the definitions provided in Section I, FAR 52.202-1 the following definitions shall apply when used in connection with this contract:

(a) Contract Drawings or Drawings, where indicated by the context, means those drawings specifically listed in the executed construction contract or as later incorporated into the contract by contract modification or change order.

(b) Day means a calendar day unless otherwise specifically indicated.

(c) Host Country means the country in which the project is located.

(d) Government-Furnished Property means property in the possession of, or directly acquired by the Government and subsequently made available to the Contractor. Government-Furnished Property includes Government-Furnished materials and Government-Furnished Equipment.

(e) Material means all materials, fixtures and other articles incorporated in, or which are intended to remain with the project.

(f) Limited Notice to Proceed (LNTP) means a written restricted from the Contracting Officer authorizing the Contractor to complete only such work as allowed by the LNTP and described herein as of a date set forth in the notice.

(g) Full Notice to Proceed (FNTTP) means a written notice to the Contractor from the Contracting Officer authorizing the Contractor to incur obligations and proceed with the work under the contract as of a date set forth in the notice.

(h) Other Submittals includes progress schedules, setting drawings, testing and inspection reports, and other information required by the contract to be submitted by the Contractor for information or approval by the Government.

(i) Project Data includes standard drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract.

(j) Samples are physical examples, which illustrate materials, equipment or workmanship and establish standards by which the work will be judged.

(k) Schedule of Defects means the list of items, prepared in connection with substantial completion of the work or early occupancy or utilization of a portion thereof, which the COR has designated as remaining to be performed, completed or corrected before the work will be accepted by the Government.

(l) Separate Contractor means a contractor, other than the Contractor or any of its subcontractors, to whom the Government has awarded a contract for construction of a portion of the project.

(m) Work means any and all permanent construction, which is intended to be incorporated into the finished project and required to be performed or otherwise provided by the Contractor under this contract, unless otherwise indicated by the context.

(n) Bill of Quantities/Bidding Chart (Section J Attachment 2) means that document that sets forth the quantities of work and which is provided to assist Offerors in compiling their bids. Rates submitted in the Bills of Quantities shall be used in the calculation of cost for any Change Orders issued during performance of the contract.

(o) IAW means “in accordance with”.

H.4 OWNERSHIP AND USE OF DOCUMENTS

H.4.1 Ownership and Use of Drawings, Specifications and Models

(a) Ownership. All designs, drawings, specifications, models, notes and other works developed in the performance of this contract shall become the sole property of the US Government and may be used on any other design construction without additional compensation to the Contractor. The US Government shall be considered "person for whom the work was prepared" for the purpose of authorship in any copyrightable work under Section 201(B) of Title 17, United States Code. The Contractor agrees not to assert or authorize others to assert any rights nor establish any claim under the design patent or copyright laws. The Contractor, for a period of three years after completion of the project, agrees to furnish all retained works at the request of the US Government. Unless otherwise provided in this contract, the Contractor shall have the right to retain copies of all works beyond such period, except in the case of classified designs, drawings, specification, and any other documents.

(b) Use and Return. Unless otherwise provided in the contract, the documents described in (a) above are not to be used by other than the Contractor or by the Contractor on other work and, with the exception of the signed Contractor set, additional copies thereof provided to or made by the Contractor shall be returned or suitably accounted for by the Contractor upon final completion of the work.

H.4.2 Supplemental Documents

The Contracting Officer or COR may furnish from time to time such detailed drawings and other information as is considered necessary, in the opinion of the Contracting Officer, to interpret, clarify, supplement, or correct inconsistencies, errors or omissions in the contract documents, or to describe minor changes in the work not involving an increase in the contract price or extension of the contract time. The Contractor shall comply with the requirements of the supplemental documents, and unless the Contractor makes objection within twenty (20) days, their issuance shall not provide for any claim for an increase in the contract price or an extension of contract time.

H.4.3 Record Documents

The Contractor shall maintain at the project site a current marked set of contract drawings and specifications indicating all interpretations and clarification, contract modifications, change orders, or any other departure from the contract requirements approved by the COR, and a complete set of record shop drawings, product data, samples and other submittals as approved by the COR.

H.4.4 "As-Built" Documents

After final completion of the work, but before final acceptance thereof, the Contractor shall provide complete sets of "as-built" drawings, based upon the record set of drawings, marked to show the details of construction as actually accomplished, and record shop drawings and other submittals, in the number and form as required by the specifications. "As built" documents shall be provided in the same form as construction documents.

The Contractor shall provide a hard copy set of the as-built documents, as well as an electronic version of the as-built documents in AutoCAD 2010 format (or other acceptable AutoCAD version as may be agreed upon by parties). As-built documents shall be submitted in Spanish. For the as-built drawings, the Contractor shall include standard measures were used in the original drawings provided to the Contractor.

H.5 SECURITY

The following considerations shall be followed by the Contractor and/or shall be incorporated into the design documents.

- (a) All documents received or generated under the contract are the property of the US Government.
- (b) All documents, are to be controlled and disseminated on a need—to-know basis. Reproduction and distribution is prohibited without express approval of the US Government. All design and construction documents generated shall be annotated as follows:

WARNING

This document is the property of the US Government. Further reproduction and/or distribution is prohibited without the express written approval of the US Government.

- (c) All documents shall be marked and handled in strict accordance with all applicable requirements and regulations. Proposed and actual contract documents shall only be disseminated on a strict need—to-know basis, and shall not be further disseminated without prior authorization from the US Government.
- (d) Those receiving proposed and/or actual contract documents, to include blueprints, other technical drawings, sketches, photographs, exposed negatives, and/or descriptive narratives pertaining to the project, shall be responsible for these materials while in their possession, or that of any of their subcontractors. They shall return all documents, including all copies, promptly upon demand by the US Government.
- (e) The US Government shall be afforded the opportunity to review all photographs and/or negatives in advance of any public use, and reserves the right to deny such use. No further dissemination, publication, duplication, or other use beyond that which was requested and approved is authorized without specific advance written approval from the US Government.
- (f) The US Government reserves the right to demand retention of all copies of said photographs and/or negatives, following fulfillment of the previously authorized usage.

H.6 GOVERNING LAW

This contract and the interpretation thereof shall be governed by the laws of the United States of America.

H.7 LANGUAGE PROFICIENCY

The manager assigned by the contractor to superintend the work on-site, as required by Section I, 52.236-6, "Superintendence by the Contractor", shall be fluent in written and spoken English.

H.8 LAWS AND REGULATIONS

H.8.1 Compliance Required

The Contractor shall, without additional expense to the Government, be responsible for complying with all laws, codes, ordinances, and regulations applicable to the performance of the work, including those of the host country, and with the lawful orders of any governmental authority having jurisdiction. Host country authorities may not enter the construction site without the permission of the US Government. Unless otherwise directed by the Contracting Officer, the Contractor shall comply with the more stringent of the requirements of such laws, regulations and orders and of the contract. In case of a conflict between the contract and such laws, regulations and orders, the

Contractor shall promptly advise the Contracting Officer of the conflict and of the Contractor's proposed course of action for resolution by the Contracting Officer.

H.8.2 Labor, Health and Safety Laws and Customs

The Contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, to the extent that such compliance is not inconsistent with the requirements of this contract.

H.8.3 Subcontractors

The Contractor shall give written assurance to the Contracting Officer that all subcontractors and others performing work on or for the project have obtained all requisite licenses and permits.

H.8.4 Evidence of Compliance

The Contractor shall submit proper documentation and evidence satisfactory to the Contracting Officer demonstrating compliance with this clause when directed by the Contracting Officer.

H.9 RESPONSIBILITY OF CONTRACTOR

H.9.1 Damage to Persons or Property

The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others.

H.9.2 Responsibility for Work Performed

The Contractor shall be responsible for all materials delivered and work performed until final completion and acceptance of the entire work, except for any completed unit of work, which may have been accepted in writing under the contract.

H.9.3 Utilities and Facilities

The Contractor shall make the following utilities available for themselves at Contractor expense: water and electricity. Mobilization and staging areas costs are at the contractor's expense. Telephone line and internet if needed shall be provided and installed by the contractor and at his expense. Prior COR approval is required for telephone lines and/or internet connection or for setting up temporary electrical panels for the work.

The Contractor shall not be permitted to house labor on site and should make its own arrangements for transporting labor to and from the site. No parking on or of site will be allowed.

H.10 CONSTRUCTION OPERATIONS

H.10.1 Operations and Storage Areas

(a) Confinement to Authorized Areas - The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the COR.

(b) Vehicular Access - The Contractor shall and in accordance with any regulations prescribed by the Contracting Officer, use only established site entrances and roadways.

H.10.2 Use of Premises

(a) Occupied Premises - If the premises are occupied, the Contractor, its subcontractors, and their employees shall comply with the regulations promulgated by the Government governing access to, operation of, and conduct while in or on the premises and shall perform the work required under this contract in such a manner as not to unreasonably interrupt or interfere with the conduct of Government business.

(b) Requests from Occupants - Any request received by the Contractor from occupants of existing buildings to change the sequence of work shall be referred to the COR for determination.

(c) Access limited - The Contractor shall provide their employees and sub contractors with working badges to facilitate access to the construction site. Contractor personnel shall not have access to or be admitted into any building or portion of the site outside the areas designated in this contract except with the permission of the Government.

H.11 TEMPORARY FACILITIES AND SERVICES

Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the COR and shall be built with labor and materials furnished by the Contractor, the cost of which is included in the contract price. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

H.12 SAFETY – SEE DOSAR 652.236-70 in Section I

H.13 SUBCONTRACTORS AND SUPPLIERS

H.13.1 Claims and Encumbrances

The Contractor shall satisfy as due all lawful claims of any persons or entities employed by the Contractor, including subcontractors, material men and laborers, for all labor performed and materials furnished under this contract, including the applicable warranty or correction period, unless the Government shall be directly liable therefore by the contract. The Contractor shall not at any time permit any lien, attachment, or other encumbrance to be entered against or to remain on the building(s), or the premises, whether public or private, or any portion thereof, as a result of nonperformance of any part of this contract.

H.13.2 Approval of Subcontractors

(a) Review and approval The Government reserves the right to review proposed subcontractors for a period of five (5) calendar days before providing notice of approval or rejection of any or all subcontractors.

(b) Rejection of subcontractors The Government reserves the right to reject any or all subcontractors proposed if their participation in the project, as determined by the Contracting Officer, may cause damage to the national security interests of the United States. The Contractor agrees to promptly replace any subcontractor rejected by the Government under this clause.

H.14 CONSTRUCTION PERSONNEL

H.14.1 Key Personnel

a) The Contractor shall assign to this contract the following key person to the identified position/function:

Position/Function	Name
Project Manager	
Site Superintendent (Architect/Civil Engineer)	

The offeror shall provide a detailed resume and the experience of these individuals. Key personnel shall have a minimum of a bachelor's degree in civil engineering or architecture with a minimum experience of four (4) years in managing similar projects. Valid Colombian engineering license is required. For data cabling and electrical works the contractor needs to have an electrical /electronic or systems engineer with at least two year experience in the field. Valid Colombian engineering license is required. At least two of these individuals shall be current employees who have worked with the offeror for more than 1 year managing similar projects. If any of these individuals are not current employees provide a letter of intent. All of the above are considered to be Key personnel and are required to be able to read, write, speak, and understand English fluently; the contractor shall provide proof with their submittal.

To be submitted with original offer. See section L.5.5.3 Volume 2 (B) Key personnel.

b) During the entire performance period of this contract, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph H.14.4 to the Contracting Officer at least 15 days prior to making any permanent substitutions. The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitution, complete resume for the proposed substitute, and any additional information requested by the Contracting Officer. The proposed substitute shall possess qualifications comparable to the original key person, as well as satisfying any minimum standards set forth elsewhere in the solicitation/contract. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on the substitution. This clause will be modified to reflect any changes in key personnel.

H.14.2 Removal of Personnel

The Contractor shall maintain discipline at the site and at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst those employed at the site and for the preservation of peace and protection of persons and property in the neighborhood of the project against the same. The COR may require, in writing, that the Contractor remove from the work any employee that the COR deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the project is deemed by the COR to be contrary to the Government's interests.

H.14.3 Notice to the Government of Labor Disputes

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatening to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

H.14.4 Construction Personnel Security

After award of the contract, the Contractor shall have fifteen (15) days to submit to the Contracting Officer's Representative (COR) a list of workers and supervisors assigned to this project (Biographic Data on Personnel) for the Government to conduct all necessary security checks. It is anticipated that security checks will take between thirty (30) and fifty (50) days to perform. For each individual the list shall include:

Full Name

Other name (Aliases, maiden, married, patronymic, tribal names)

Gender and Nationality

Place and Date of Birth

Marital Status

Occupation (Title of position)

Employment (Workplace)

Current and/or past citizenships

Passport Number

Telephone number

Naturalization number or Alien certification

Current Address

National identification number

Failure to provide any of the above information may be considered grounds for rejection and/or re-submittal of the application. Once the Government has completed the security screening and approved the applicants, the Government will provide a badge to the individual for access to the site. The Government may revoke this badge at any time due to the falsification of data, or misconduct on site.

H.15 MATERIALS AND EQUIPMENT

H.15.1 Selection and Approval of Materials

(a) Standard of quality - All materials and equipment incorporated into the work shall be new and for the purpose intended, unless otherwise specified, and all workmanship shall be of good quality and performed in a skillful manner as determined by the COR.

(b) Selection by Contractor - Where the contract permits the Contractor to select products, materials or equipment to be incorporated in the work, or where specific approval is otherwise required by the contract, the Contractor shall furnish a Submittal Register to the COR, for approval. The Submittal Register shall include the names of the manufacturer, model number, and source of procurement of each such product, material or equipment, together with other pertinent information concerning the nature, appearance, dimensions, performance, capacity, and rating thereof, unless otherwise required by the COR. The Contractor shall provide such information in a sufficiently timely manner to permit evaluation against the requirements of the contract. In order to ensure a timely review the Contractor shall provide a submittal register within fifteen (15) calendar days of contract award showing when

shop drawings, samples, or submittals shall be made. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Installation or use of any products, materials or equipment without the required approval shall be at the risk of subsequent rejection.

H.15.2 Custody of Materials

The Contractor shall be responsible for the custody of all materials received for incorporation into the project, including Government furnished materials, upon delivery to the Contractor or to any person for whom it is responsible, including subcontractors. The Contractor shall deliver all such items to the site as soon as practicable. If required by the COR, the Contractor shall clearly mark in a manner directed by the COR all items of which the Contractor has custody but which have not been delivered or secured at the site, clearly indicating the use of such items for this US Government project.

H.15.3 Basis of Contract Price

The contract price is based on the use of materials, products and equipment specified in the contract and substitutions or "Or-Equal" items proposed by the Contractor, which have been specifically approved by the Government at the time of execution of the contract. Any substitution approved by the Government after execution of the contract shall be subject to an appropriate adjustment of the contract price.

H.15.4 Substitutions

(a) Prior approval required before substitutions (1) proposed by the Contractor but not yet approved at the time of execution of the contract, or (2) proposed by the Contractor after execution of the contract may be used in the project, the Contractor must receive approval in writing from the COR. Any substitution request shall be accompanied by sufficient information to permit evaluation by the Government, including but not limited to the reasons for the proposed substitution and data concerning the design, appearance, performance, composition, and relative cost of the proposed substitute. Requests for substitutions shall be made in a timely manner to permit adequate evaluation by the Government. If, in the COR's opinion, the use of such substitute items is not in the best interests of the Government, the Contractor shall obtain the items originally specified with no adjustment in the contract price or completion date.

(b) Approval through shop drawings - The Contractor may propose substitutions of materials in the submittal of shop drawings, provided such substitution is specifically requested in writing in the transmittal of the shop drawings to the COR. Such substitution requests shall be submitted in a timely manner and shall be supported by the required information.

(c) Final approval on delivery - Acceptance or approval of proposed substitutions under the contract is conditioned upon approval of items delivered at the site or approval by sample. Approval by sample shall not limit the Government's right to reject material after delivery to the site if the material does not conform to the approved sample in all material respects.

H.15.5 "Or-Equal Clause"

References in the specifications and drawings, to materials, products or equipment by trade name, make, or catalog number, or to specific processes, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may propose for approval or rejection by the COR the substitution of any material, product, equipment or process that the Contractor believes to be equal to or better than that named in the specifications and drawings, unless otherwise specifically provided in this contract.

H.15.6 Use and Testing of Samples

(a) Use-approved samples not destroyed in testing will be sent to the COR. Those in good condition will be marked for identification and may be used in the work. Materials and equipment incorporated in the work shall match the approved samples within any specified tolerances. Other samples not destroyed in testing or not approved will be returned to the Contractor at its expense if so requested.

(b) Failure of Samples - Failure of any material to pass the specified tests will be sufficient cause for refusal to consider, under this contract, any further samples of the same brand or make of that material or equipment which previously has proved unsatisfactory in service.

(c) Taking and testing of Samples of various materials or equipment delivered on the site or in place may be taken by the COR for additional testing by the Government outside of those required by the Contract documents. Samples failing to meet contract requirements will automatically void previous approvals of the items tested. The Contractor shall replace such materials or equipment found not to have met contract requirements, unless the Contracting Officer determines it to be in the Government's interest to accept the non conforming materials or equipment with an appropriate adjustment of the Contract price as determined by the Contracting Officer.

(d) Cost of additional testing by the Government - Unless otherwise specified, when additional tests are made, only one test of each sample proposed for use will be made at the expense of the Government. Samples that do not meet contract requirements will be rejected. Further testing of additional samples, if required, will be made at the expense of the Contractor.

H.16 IMPORTED MATERIALS, EQUIPMENT, AND PERSONNEL

H.16.1 Shipment and Customs Clearance

(a) Costs to be borne solely by Contractor The Contractor is solely responsible without right of reimbursement from the Government for paying all charges, whatsoever, except customs duties as provided herein, incurred in obtaining materials that must be imported for the project and in transporting the materials from their place of origin to the construction site. Moving costs shall include, but not necessarily be limited to packing, handling, cartage, overland freight, ocean freight, transshipment, port, unloading, customs clearance and duties (other than customs duties as provided herein), unpacking, storage, and all other charges including administrative costs in connection with obtaining and transporting the materials from their source to the project site.

(b) Duty-free clearance The Contractor shall follow the instructions of the contract as to the manner of labeling the shipping containers or otherwise processing shipments of imported materials in order to obtain, or continue to receive, duty free clearance through customs. The Contractor shall be solely responsible without right of reimbursement from the Government, for the payment of customs duties, if any, which (1) are imposed on items which are not labeled and processed in accordance with the contract instructions, (2) are imposed on the Contractor's tools, construction equipment and machinery imported for use on the project, or (3) are otherwise ineligible for duty-free entry. The Contractor is responsible for customs duties where the Contractor has failed to give adequate and timely notice to the Contracting Officer of importation on containers or materials which may be eligible for a customs waiver. The Contracting Officer will provide instructions concerning time periods for notification of importation by the Contractor.

(c) Customs Clearance The Contractor shall be responsible for obtaining customs clearances, and for obtaining exemption certificates or paying customs duties not waived, for imported products, materials and equipment that are labeled and processed in accordance with the contract instructions. The Government shall not be responsible for obtaining customs clearance for the Contractor's tools, construction equipment or machinery, nor for obtaining visas, entry or work permits for the Contractor's personnel.

H.16.2 Surplus Materials

Unless otherwise specified, any surplus materials, fixtures, articles or equipment remaining at the completion of the project shall become the property of the Contractor, except those items furnished by the Government, the cost of which is not included in the contract price.

H.17 SPECIAL WARRANTIES

H.17.1 Special Warranty Obligations

Any special warranties that may be required under the contract shall be subject to the stipulations set forth in Section I, 52.246-21, "Warranty of Construction" insofar as they do not conflict with the provisions of such special warranties.

H.17.2 Warranty Information

The Contractor shall obtain and furnish to the Government all information that is required in order to make any subcontractor, manufacturer, or supplier's guaranty or warranty legally binding and effective, and shall submit both the information and the guaranty or warranty to the Government in sufficient time to permit the Government to meet any time limit requirements specified in the guaranty or warranty, but not later than completion and acceptance of all work under this contract.

H.18 EQUITABLE ADJUSTMENTS

H.18.1 Basis for Equitable Adjustments

- a) Any circumstance for which the contract provides an equitable adjustment, that causes a change within the meaning of paragraph (a) FAR 52.243-4 "Changes" clause shall be treated as a change under that clause; provided, that the Contractor gives the Contracting Officer prompt written notice within a limit of twenty (20) days stating:
- (1) the date, circumstances, and applicable contract clause authorizing an equitable adjustment and
 - (2) that the Contractor regards the event as a changed condition for which an equitable adjustment is allowed under the contract.
- b) The rates in the Bills of Quantities or Breakdown of Prices by Division or by Drawing, shall determine the valuation of work of similar character executed under similar conditions as work priced therein. Where work is not of a similar character or executed under similar conditions, the aforesaid rates shall serve as the basis for determination of reasonableness, failing which a fair valuation shall be made.

H.18.2 Differing Site Condition Notice

The Contractor shall provide written notice of a differing site condition within ten (10) calendar days of occurrence in accordance with additional information provided in FAR 52.236-2, Differing Site Condition.

H.18.3 Documentation of Proposals for Equitable Adjustments

(a) Itemization of proposals and requests Any request for equitable adjustment in the contract price, including any change proposal submitted in accordance with the "Changes" clause, shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract price in at least the detail required by the Contracting Officer, and shall include all costs and delays related to or arising out of the change or event giving rise to the proposed adjustment, including any delay damages and additional overhead costs.

(b) Proposed time adjustments The Contractor shall submit, with any request for an equitable adjustment or change proposal, a proposed time extension (if applicable) and shall include sufficient information to demonstrate whether and to what extent the change will delay the completion of contract in its entirety.

(c) Release by Contractor The price and time adjustment made in any contract modification issued as a result of a change proposal or request for an equitable adjustment shall be considered to account for all items affected by the change or other circumstances giving rise to an equitable adjustment. Upon the issuance of such contract modification, the Government shall be released from any and all liability under this contract for further equitable adjustments attributable to the facts and circumstances giving rise to the change proposal or request for equitable adjustment.

H.19 NONCOMPLIANCE WITH CONTRACT REQUIREMENTS

In the event the Contractor, after receiving written notice from the Contracting Officer of noncompliance with any requirement of this contract, fails to initiate promptly such action as may be appropriate to comply with the specified requirement within a reasonable period of time, the Contracting Officer shall have the right to order the Contractor to suspend any or all work under the contract until the Contractor has complied or has initiated such action as may be appropriate to comply within a reasonable period of time. The Contractor will not be entitled to any extension of contract time or payment for any costs incurred as a result of being ordered to stop work for such a cause.

H.20 ZONING APPROVALS AND BUILDING PERMITS

The Government is responsible for obtaining proper zoning or other land use control approval for the project, obtaining the approval of the Contract Drawings and Specifications, paying fees due, and obtaining and paying for the initial building permits.

H.21 ASSIGNMENT

The Contractor shall not assign the contract or any part thereof without the written consent of the Contracting Officer, nor shall the Contractor assign any moneys or other benefits due or to become due to him hereunder, without the prior written consent of the Contracting Officer.

H.22 AVAILABILITY OF FUNDS

As noted in FAR 52.232-18, the Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer and until the Contractor receives written notice from the Contracting Officer confirming such availability.

H.23 ASBESTOS-CONTAINING MATERIALS RESTRICTION

Asbestos-free materials shall be used. The Government reserves the right at no additional cost to the Government to disapprove and to disallow the installation of any item containing asbestos.

H.24 FAR 52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least **twenty (20)** percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

SECTION I - CONTRACT CLAUSES

I.1 FAR 52.252-2 - CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these address(es):

Referenced FAR provisions and clauses can be obtained from:

<http://www.acquisition.gov/comp/far/current/html/FARTOCP52.html#wp340130>

Referenced DOSAR provisions and clauses can be obtained from:

http://www.statebuy.state.gov/dosar/fullscreen.asp?menu_id=40

(note: click on 652 – 653 sub-chapter, Click on 652 and then scroll down)

FEDERAL ACQUISITION REGULATION CLAUSES (48 CFR Ch. 1)

<u>Clause</u>	<u>Title and Date</u>
52.202-1	Definitions (JAN 2012)
52.203-3	Gratuities (APR 1984)
52.203-5	Covenant Against Contingent Fees (APR 1984)
52.203-6	Restrictions on Subcontractor sales to the Government (SEP 2006)
52.203-7	Anti-Kickback Procedures (OCT 2010)
52.203-8	Cancellation, Rescission, Recovery of Funds for Illegal or Improper Activity (JAN 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (OCT 2010)
52.203-13	Contractor Code of Business Ethics (APR 2010)
52.204-4	Printing/Copying Double-Sided on Recycled Paper (MAY 2011)
52.204-9	Personal Identity Verification of Contractor Personnel (JAN 2011)
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (AUG 2012)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010)
52.215-2	Audit and Records - Negotiation (OCT 2010)
52.215-8	Order of Precedence--Uniform Contract Format (OCT 1997)
52.215-21	Requirements for Cost or Pricing Data or Pricing Data or Information Other than Cost or Pricing Data – Modifications (OCT 2010)
52.216-7	Allowable Cost and Payment Alternate I (FEB 1997)
52.222-1	Notice to the Government of Labor Disputes (FEB 1997)
52.222-19	Child Labor – Cooperation with Authorities and Remedies (MAR 2012)
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
52.225-13	Restrictions on Certain Foreign Purchases (JUN 2008)
52.225-14	Inconsistency between English Version and Translation of Contract (FEB 2000)
52.225-19	Contractor Personnel in a Designed Operational Area or Supporting a Diplomatic Mission Outside the United States (MAR 2008)
52.228-2	Additional Bond Security (OCT 1997)
52.228-3	Workers' Compensation Insurance (Defense Base Act)(APR 1984)
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas (APR 1984)
52.228-5	Insurance - Work on a Government Installation (JAN 1997)

52.228-11	Pledges of Assets (JAN 2012)
52.228-12	Prospective Subcontractor Requests for Bonds (OCT 1995)
52.228-14	Irrevocable Letter Of Credit (DEC 1999)
52.228-15	Performance and Payment Bonds – Construction (OCT 2010)
52.229-6	Taxes - Foreign Fixed-Price Contracts (JUN 2003)
52.232-17	Interest (OCT 2010)
52.232-18	Availability of Funds (APR 1984)
52.232-24	Prohibition of Assignment of Claims (JAN 1986)
52.232-27	Prompt Payment for Construction Contracts (OCT 2008)
52.232-33	Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2003)
52.233-1	Disputes (JUL 2002)
52.233-3	Protest after Award (AUG 1996)
52.233-4	Applicable Law for Breach of Contract Claim (OCT 2004)
52.236-2	Differing Site Conditions (APR 1984)
52.236-3	Site Investigation and Conditions Affecting the Work (APR 1984)
52.236-5	Material and Workmanship (APR 1984)
52.236-6	Superintendence by the Contractor (APR 1984)
52.236-7	Permits and Responsibilities (NOV 1991)
52.236-8	Other Contracts (APR 1984)
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (APR 1984)
52.236-10	Operations and Storage Areas (APR 1984)
52.236-11	Use and Possession Prior to Completion (APR 1984)
52.236-12	Cleaning Up (APR 1984)
52.236-14	Availability and Use of Utility Services (APR 1984)
52.236-15	Schedules for Construction Contracts (APR 1984)
52.236-21	Specifications and Drawings for Construction (FEB 1997)
52.236-26	Pre-construction Conference (FEB 1995)
52.242-13	Bankruptcy (JUL 1995)
52.243-4	Changes (JUN 2007)
52.243-5	Changes and Changed Conditions (APR 1984)
52.244-6	Subcontracts for Commercial Item (DEC 2010)
52.245-1	Government Property (APR 2012)
52.245-9	Use and Charges (APR 2012)
52.246-21	Warranty of Construction (MAR 1994)
52.247-64	Preference for Privately Owned U.S. Flag Commercial Vessels (FEB 2006)
52.248-3	Value Engineering - Construction (OCT 2010)
52.249-2	Termination for Convenience of the Government (Fixed-Price) Alternate I (SEP 1996)
52.249-10	Default (Fixed-Price Construction) (APR 1984)
52.249-14	Excusable Delays (APR 1984)

The following clauses are set forth in full text:

**I.2 FAR 52.204-99 SYSTEM FOR AWARD MANAGEMENT REGISTRATION (AUG 2012)
(DEVIATION)**

(a) *Definitions.* As used in this clause -

"Central Contractor Registration (CCR) database" means the retired primary Government repository for Contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means -

- (1) A code assigned by the Defense Logistics Agency (DLA) Logistics Information Service to identify a commercial or Government entity; or
- (2) A code assigned by a member of the North Atlantic Treaty Organization that DLA records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

"Registered in the SAM database" means that -

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see Subpart 4.14) into the SAM database;
- (2) The Contractor's CAGE code is in the SAM database; and
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active." The Contractor will be required to provide consent for TIN validation to the Government as a part of the SAM registration process.

"System for Award Management (SAM)" means the primary Government repository for prospective federal awardee information and the centralized Government system for certain contracting, grants, and other assistance related processes. It includes -

- (1) Data collected from prospective federal awardees required for the conduct of business with the Government;
- (2) Prospective contractor submitted annual representations and certifications in accordance with FAR Subpart 4.12; and
- (3) The list of all parties suspended, proposed for debarment, debarred, declared ineligible, or excluded or disqualified under the nonprocurement common rule by agencies, Government corporations, or by the Government Accountability Office.

(b) (1) The Contractor shall be registered in the SAM database prior to submitting an invoice and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The SAM registration shall be for the same name and address identified on the contract, with its associated CAGE code and DUNS or DUNS+4.

(3) If indicated by the Government during performance, registration in an alternate system may be required in lieu of SAM.

(c) If the Contractor does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) A contractor may obtain a DUNS number -

(i) Via the internet at <http://fedgov.dnb.com/webform> or if the contractor does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local DUN and Bradstreet office. The contractor should indicate that it is a contractor for a U.S. Government contact when contacting the local DUM and Bradstreet office.

(2) The Contractor should be prepared to provide the following information:

(i) Company legal business name.

(ii) Trade style, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) Reserved.

(e) Processing time for registration in SAM, which normally takes five business days, should be taken into consideration when registering. Contractors who are not already registered should consider applying for registration at least two weeks prior to invoicing.

(f) The Contractor is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g) (1) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer sufficient documentation to support the legally changed name with a minimum of one business day's written notification of its intention to -

- (A) Change the name in the SAM database;
- (B) Comply with the requirements of subpart 42.12 of the FAR; and
- (C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer.

(ii) If the Contractor fails to comply with the requirements of paragraph (g) (1) (i) of this clause, or fails to perform the agreement at paragraph (g) (1) (i) (C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Contractors may obtain information on registration and annual confirmation requirements via the SAM accessed through <https://www.acquisition.gov> or by calling 866-606-8220, or 334-206-7828 for international calls.

I.3 FAR 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the evaluation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and,

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

I.4 FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)

(a) *Definitions.* As used in this clause—

“Coercion” means—

- (1) Threats of serious harm to or physical restraint against any person;
- (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (3) The abuse or threatened abuse of the legal process.

“Commercial sex act” means any sex act on account of which anything of value is given to or received by any person.

“Debt bondage” means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

“Employee” means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

“Forced labor” means knowingly providing or obtaining the labor or services of a person—

- (1) By threats of serious harm to, or physical restraint against, that person or another person;
- (2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or
- (3) By means of the abuse or threatened abuse of law or the legal process.

“Involuntary servitude” includes a condition of servitude induced by means of—

- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
- (2) The abuse or threatened abuse of the legal process.

“Severe forms of trafficking in persons” means—

- (1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
- (2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

“Sex trafficking” means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

(b) *Policy.* The United States Government has adopted a zero tolerance policy regarding trafficking in persons. Contractors and contractor employees shall not—

- (1) Engage in severe forms of trafficking in persons during the period of performance of the contract;
- (2) Procure commercial sex acts during the period of performance of the contract; or
- (3) Use forced labor in the performance of the contract.

(c) *Contractor requirements.* The Contractor shall—

(1) Notify its employees of—

(i) The United States Government's zero tolerance policy described in paragraph (b) of this clause; and

(ii) The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b) of this clause.

(d) *Notification.* The Contractor shall inform the Contracting Officer immediately of—

(1) Any information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates this policy; and

(2) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this clause.

(e) *Remedies.* In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), or (f) of this clause may result in—

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(6) Suspension or debarment.

(f) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts.

(g) *Mitigating Factor.* The Contracting Officer may consider whether the Contractor had a Trafficking in Persons awareness program at the time of the violation as a mitigating factor when determining remedies. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/g/tip>.

I.5 FAR 52.225-13 - RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR Chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at <http://www.treas.gov/offices/enforcement/ofac/sdn>. More information about these restrictions, as well

as updates, is available in the OFAC's regulations at 31 CFR Chapter V and/or on OFAC's website at <http://www.treas.gov/offices/enforcement/ofac>.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

**I.6 FAR 52.228-3 WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)
(APR 1984)**

The Contractor shall

(a) provide, before commencing performance under this contract, such workers' compensation insurance or security as the Defense Base Act (42 U.S.C. 1651, *et seq.*) requires and

(b) continue to maintain it until performance is completed. The Contractor shall insert, in all subcontracts under this contract to which the Defense Base Act applies, a clause similar to this clause (including this sentence) imposing upon those subcontractors this requirement to comply with the Defense Base Act.

**I.7 FAR 52.232-5 PAYMENTS UNDER FIXED PRICE CONSTRUCTION CONTRACTS
(SEPT 2002)**

(a) *Payment of price.* The Government shall pay the Contractor the contract price as provided in this contract.

(b) *Progress payments.* The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer.

(1) The Contractor's request for progress payments shall include the following substantiation:

(i) An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested.

(ii) A listing of the amount included for work performed by each subcontractor under the contract.

(iii) A listing of the total amount of each subcontract under the contract.

(iv) A listing of the amounts previously paid to each such subcontractor under the contract.

(v) Additional supporting data in a form and detail required by the Contracting Officer.

(2) In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if—

(i) Consideration is specifically authorized by this contract; and

(ii) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.

(c) *Contractor certification.* Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: (However, if the Contractor elects to delete paragraph (c)(4) from the certification, the certification is still acceptable.)

I hereby certify, to the best of my knowledge and belief, that—

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) All payments due to subcontractors and suppliers from previous payments received under the contract have been made, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of Chapter 39 of Title 31, United States Code;

(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and

(4) This certification is not to be construed as final acceptance of a subcontractor's performance.

(Name)

(Title)

(Date)

(d) *Refund of unearned amounts.* If the Contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the Contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the “unearned amount”), the Contractor shall—

(1) Notify the Contracting Officer of such performance deficiency; and

(2) Be obligated to pay the Government an amount (computed by the Contracting Officer in the manner provided in paragraph (j) of this clause) equal to interest on the unearned amount from the 8th day after the date of receipt of the unearned amount until—

(i) The date the Contractor notifies the Contracting Officer that the performance deficiency has been corrected; or

(ii) The date the Contractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.

(e) *Retention.* If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously

withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.

(f) *Title, liability, and reservation of rights.* All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as—

(1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or

(2) Waiving the right of the Government to require the fulfillment of all of the terms of the contract.

(g) *Reimbursement for bond premiums.* In making these progress payments, the Government shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (e) of this clause shall not apply to that portion of progress payments attributable to bond premiums.

(h) *Final payment.* The Government shall pay the amount due the Contractor under this contract after—

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

(3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of 1940 ([31 U.S.C. 3727](#) and [41 U.S.C. 15](#)).

(i) *Limitation because of undefinitized work.* Notwithstanding any provision of this contract, progress payments shall not exceed 80 percent on work accomplished on undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in FAR [Subpart 2.1](#), including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes.

(j) *Interest computation on unearned amounts.* In accordance with [31 U.S.C. 3903\(c\)\(1\)](#), the amount payable under paragraph (d)(2) of this clause shall be—

(1) Computed at the rate of average bond equivalent rates of 91-day Treasury bills auctioned at the most recent auction of such bills prior to the date the Contractor receives the unearned amount; and

(2) Deducted from the next available payment to the Contractor.

I.8 Reserved

I.9 FAR 52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)

(a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments until the Contractor submits the required schedule.

(b) The Contractor shall enter the actual progress on the chart as directed by the Contracting Officer, and upon doing so shall immediately deliver three copies of the annotated schedule to the Contracting Officer. If, in the opinion of the Contracting Officer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the Government. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

I.10 FAR 52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed," "required," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the "direction," "requirement," "order," "designation," or "prescription," of the Contracting Officer is intended and similarly the words "approved," "acceptable," "satisfactory," or words of like import shall mean "approved by," or "acceptable to," or "satisfactory to" the Contracting Officer, unless

otherwise expressly stated.

(c) Where “as shown,” “as indicated,” “as detailed,” or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word “provided” as used herein shall be understood to mean “provide complete in place,” that is “furnished and installed.”

(d) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements, and (2) the installation (*i.e.*, fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor’s approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government’s reasons therefore. Any work done before such approval shall be at the Contractor’s risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) of this clause.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor.

I.11 DOSAR 652.225-71 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACT OF 1979, AS AMENDED (AUG 1999)

(a) Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a foreign country against a country which is friendly to the United States and which is not itself the object of any form of boycott pursuant to United States law or regulation. The Boycott of Israel by Arab League countries is such a

boycott, and therefore, the following actions, if taken with intent to comply with, further, or support the Arab League Boycott of Israel, are prohibited activities under the Export Administration Act:

- (1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli business concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;
 - (2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;
 - (3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;
 - (4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;
 - (5) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,
 - (6) Paying, honoring, confirming, or otherwise implementing a letter of credit which contains any condition or requirement against doing business with the State of Israel.
- (b) Under Section 8(a), the following types of activities are not forbidden "compliance with the boycott," and are therefore exempted from Section 8(a)'s prohibitions listed in paragraphs (a)(1)-(6) above:

- (1) Complying or agreeing to comply with requirements:
 - (i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,
 - (ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;
- (2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such requirements may be stated in negative, blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation;
- (3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;
- (4) Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipments of exports to Israel, to any business concern of or organized under the laws of Israel, or to any national or resident of Israel;
- (5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,

(6) Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.

I.12 DOSAR 652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)

Regulations at 22 CFR Part 136 require that U.S. Government employees and their families do not profit personally from sales or other transactions with persons who are not themselves entitled to exemption from import restrictions, duties, or taxes. Should the contractor experience importation or tax privileges in a foreign country because of its contractual relationship to the United States Government, the contractor shall observe the requirements of 22 CFR Part 136 and all policies, rules, and procedures issued by the chief of mission in that foreign country.

I.13 DOSAR 652.236-70 ACCIDENT PREVENTION (APR 2004)

(a) General. The contractor shall provide and maintain work environments and procedures which will safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to contractor operations and activities; avoid interruptions of Government operations and delays in project completion dates; and, control costs in the performance of this contract. For these purposes, the contractor shall:

- (1) Provide appropriate safety barricades, signs and signal lights;
- (2) Comply with the standards issued by any local government authority having jurisdiction over occupational health and safety issues; and,
- (3) Ensure that any additional measures the contracting officer determines to be reasonably necessary for this purpose are taken.
- (4) For overseas construction projects, the contracting officer shall specify in writing additional requirements regarding safety if the work involves:
 - (i) Scaffolding;
 - (ii) Work at heights above two (2) meters;
 - (iii) Trenching or other excavation greater than one (1) meter in depth;
 - (iv) Earth moving equipment;
 - (v) Temporary wiring, use of portable electric tools, or other recognized electrical hazards. Temporary wiring and portable electric tools require the use of a ground fault circuit interrupter (GFCI) in the affected circuits; other electrical hazards may also require the use of a GFCI;
 - (vi) Work in confined spaces (limited exits, potential for oxygen less than 19.5 percent or combustible atmosphere, potential for solid or liquid engulfment, or other hazards considered to be immediately dangerous to life or health such as water tanks, transformer vaults, sewers, cisterns, etc.);
 - (vii) Hazardous materials – a material with a physical or health hazard including but not limited to, flammable, explosive, corrosive, toxic, reactive or unstable, or any operations which creates any kind of contamination inside an occupied building such as dust from demolition activities, paints, solvents, etc.; or
 - (viii) Hazardous noise levels.

(b) Records. The contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational

disease, or damage to or theft of property, materials, supplies, or equipment. The contractor shall report this data in the manner prescribed by the contracting officer.

(c) Subcontracts. The contractor shall be responsible for its subcontractors' compliance with this clause.

(d) Written program. Before commencing work, the contractor shall:

(1) Submit a written plan to the contracting officer for implementing this clause. The plan shall include specific management or technical procedures for effectively controlling hazards associated with the project; and,

(2) Meet with the contracting officer to discuss and develop a mutual understanding relative to administration of the overall safety program.

(e) Notification. The contracting officer shall notify the contractor of any non-compliance with these requirements and the corrective actions required. This notice, when delivered to the contractor or the contractor's representative on site, shall be deemed sufficient notice of the non-compliance and corrective action required. After receiving the notice, the contractor shall immediately take corrective action. If the contractor fails or refuses to promptly take corrective action, the contracting officer may issue an order suspending all or part of the work until satisfactory corrective action has been taken. The contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any suspension of work order issued under this clause.

I.14 DOSAR 652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The contractor warrants the following:

(1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(2) That it has obtained all necessary licenses and permits required to perform this contract; and,

(3) That it shall comply fully with all laws, decrees labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work is a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

I.15 DOSAR 652.243-70 NOTICES (AUG 1999)

Any notice or request relating to this contract given by either party to the other shall be in writing. Said notice or request shall be mailed or delivered by hand to the other party at the address provided in the schedule of the contract. All modifications to the contract must be made in writing by the contracting officer.

SECTION J - LIST OF ATTACHMENTS

ATTACHMENT NO.	DESCRIPTION OF ATTACHMENT
Attachment 1	Technical Specifications
Attachment 2	Bidding Charts (Bill of Quantities)
Attachment 3	Drawings
Attachment 4	4a – Sample Performance Letter of Credit 4b – Sample Payment Letter of Credit

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS

K.1 FAR 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that—

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to—

- (i) Those prices;
- (ii) The intention to submit an offer; or
- (iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory—

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision _____ [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

K.2 FAR 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)

(a) Definitions. As used in this provision—"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).

(b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.

(c) Certification. The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.

(d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

K.3 FAR 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements

of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

- o TIN: _____.
- o TIN has been applied for.
- o TIN is not required because:
 - o Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
 - o Offeror is an agency or instrumentality of a foreign government;
 - o Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

- o Sole proprietorship;
- o Partnership;
- o Corporate entity (not tax-exempt);
- o Corporate entity (tax-exempt);
- o Government entity (Federal, State, or local);
- o Foreign government;
- o International organization per 26 CFR 1.6049-4;
- o Other _____.

(f) Common parent.

- o Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- o Name and TIN of common parent:
Name _____
TIN _____

(End of provision)

K.4 FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2012)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 236220 for Construction Management, commercial and institutional building or Warehouse construction;

(2) The small business size standard is \$33.5 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

(vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xvi) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$77,494, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,494 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

___ (i) 52.219-22, Small Disadvantaged Business Status.

___ (A) Basic.

___ (B) Alternate I.

___ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

___ (iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

___ (iv) 52.222-52, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Certification.

___ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

___ (vi) 52.227-6, Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

___ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website accessed through <https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of provision)

K.5 FAR 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS – REPRESENTATION (MAY 2011)

(a) Definitions. Inverted domestic corporation and subsidiary have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).

(b) Relation to Internal Revenue Code. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

(c) Representation. By submission of its offer, the offeror represents that—

- (1) It is not an inverted domestic corporation; and
- (2) It is not a subsidiary of an inverted domestic corporation.

(End of provision)

K.6 FAR 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are o are not o presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have o have not o, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks “have”, the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are o are not o presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have o, have not o, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has o has not o, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a

certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsive.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

K.7 FAR 52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN – CERTIFICATION (AUG 2009)

(a) Definitions. As used in this provision—

“Business operations” means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

“Marginalized populations of Sudan” means—

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

(b) Certification. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(End of provision)

K.8 FAR 52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN – REPRESENTATION AND CERTIFICATION (DEC 2012)

(a) Definitions. As used in this provision—

“Person”—

(1) Means—

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

“Sensitive technology”—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(b) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with 25.703-4, by submission of its offer, the offeror—

(1) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(2) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(3) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List

at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(d) Exception for trade agreements. The representation requirement of paragraph (c)(1) and the certification requirements of paragraphs (c)(2) and (c)(3) of this provision do not apply if—

(1) This solicitation includes a trade agreements notice or certification (e.g., 52.225-4, 52.225-6, 52.225-12, 52.225-24, or comparable agency provision); and

(2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(End of provision)

K.9 FAR 52.236-28 PREPARATION OF PROPOSALS - CONSTRUCTION (OCT 1997)

(a) Proposals must be (1) Submitted on the forms furnished by the Government or on copies of those forms, and (2) manually signed. The person signing a proposal must initial each erasure or change appearing on any proposal form.

(b) The proposal form may require offerors to submit proposed prices for one or more items on various bases, including --

- (1) Lump sum price;
- (2) Alternate prices;
- (3) Units of construction; or
- (4) Any combination of paragraphs (b)(1) through (b)(3) of this provision.

(c) If the solicitation requires submission of a proposal on all items, failure to do so may result in the proposal being rejected without further consideration. If a proposal on all items is not required, offerors should insert the words "no proposal" in the space provided for any item on which no price is submitted.

(d) Alternate proposals will not be considered unless this solicitation authorizes their submission.

(End of provision)

K.10 AUTHORIZED CONTRACT ADMINISTRATOR

If the offeror does not fill-in the blanks below, the official who signed the offer will be deemed to be the offeror's representative for contract administration, which includes all matters pertaining to payments.

Name:	
Address:	
Telephone Number:	

K.11 DOSAR 652.225-70 - ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)

(a) Definitions. As used in this provision:

Foreign person means any person other than a United States person as defined below:

United States person means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as provided under the Export Administration Act of 1979, as amended.

(b) Certification. By submitting this offer, the offeror certifies that it is not:

- (1) Taking or knowingly agreeing to take any action, with respect to the boycott of Israel by Arab League countries, which Section 8(a) of the Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)) prohibits a United States person from taking; or,
- (2) Discriminating in the award of subcontracts on the basis of religion.

K.12 DOSAR 652.228-70 DEFENSE BASE ACT INSURANCE – COVERED CONTRACTOR EMPLOYEES (JUN 2006)

(a) Bidders/offerors shall indicate below whether or not any of the following categories of employees will be employed on the resultant contract, and, if so, the number of such employees:

Category	Yes/No	Number
(1) United States citizens or residents		
(2) Individuals hired in the United States, regardless of citizenship		
(3) Local nationals or third country nationals where contract performance takes place in a country where there are no local workers' compensation laws		Local nationals: _____ Third Country Nationals: _____
(4) Local nationals or third country nationals where contract performance takes place in a country where there are local workers' compensation laws		Local nationals: _____ Third Country Nationals: _____

(b) The contracting officer has determined that for performance in the country of Colombia that:

☒ Workers' compensation laws EXIST that will cover local nationals and third country nationals.

(c) If the bidder/offeror has indicated "yes" in block (a)(4) of this provision, the bidder/offeror shall not purchase Defense Base Act insurance for those employees. However, the bidder/offeror shall assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause FAR 52.228-4 Workers' Compensation and War-Hazard Insurance Overseas (APR 1984).

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

L.1 FAR 52.252-1 - SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these address(es):

Referenced FAR provisions and clauses can be obtained from:

<http://www.acquisition.gov/comp/far/current/html/FARTOCP52.html#wp340130>

Referenced DOSAR provisions and clauses can be obtained from:

http://www.statebuy.state.gov/dosar/fullscreen.asp?menu_id=40

(note: click on 652 – 653 sub-chapter, Click on 652 and then scroll down)

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

<u>FAR REFERENCE</u>	<u>DATE</u>	<u>TITLE</u>
52.214-34	APR 1991	SUBMISSION OF OFFERS IN ENGLISH LANGUAGE
52.215-1	JAN 2004	INSTRUCTIONS TO OFFERORS — COMPETITIVE ACQUISITION
52.236-28	OCT 1997	PREPARATION OF PROPOSALS – CONSTRUCTION
52.232-38	MAY 1999	SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER

L.2 SOLICITATION PROVISIONS IN FULL TEXT

FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm fixed-price construction contract, resulting from this solicitation.

FAR 52.232-13 NOTICE OF PROGRESS PAYMENTS (APR 1984)

The need for customary progress payments conforming to the regulations in Subpart 32.5 of the Federal Acquisition Regulation (FAR) will not be considered as a handicap or adverse factor in the award of the contract. The Progress Payments clause included in this solicitation will be included in any resulting contract, modified or altered if necessary in accordance with subsection 52.232-16 and its Alternate I of the FAR. Even though the clause is included in the contract, the clause shall be inoperative during any time the contractor's accounting system and controls are determined by the Government to be inadequate for segregation and accumulation of contract costs.

FAR 52.233-2 SERVICE OF PROTEST (SEPT 2006)

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the Contracting Officer at the following physical address below: (for mailing address, see block 7 of the SF 1442):

US Embassy Bogota – Narcotics Affairs Section
Attn: Rachel Carria Gaspard
Carrera 45 #24B-27
Bogota, Colombia

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.3 MAGNITUDE OF CONSTRUCTION PROJECT

It is anticipated that the magnitude of this contract will be between \$1,000,000.00 and \$5,000,000.00 US Dollars.

L.4 REVIEW OF DOCUMENTS

Each offeror is responsible for:

- (1) Obtaining a complete set of contract drawings and specifications;
- (2) Thoroughly reviewing such documents and understanding their requirements;
- (3) Visiting the project site and becoming familiar with all working conditions, local laws and regulations; and
- (4) Determining that all materials, equipment and labor required for the work are available.
- (5) Furnishing complete information to subcontractors and suppliers, to include details of specifications and quantities.

Any ambiguity in the solicitation, including specifications and contract drawings, shall be reported immediately to the point of contact (POC) listed in block 9 of the Standard Form 1442. Any prospective offeror who requires a clarification, explanation or interpretation of the contract requirements must make a request to the POC listed in block 9 of the Standard Form 1442 not less than ten (10) working days before the closing date of the solicitation. Offerors may rely ONLY upon written interpretations by the Contracting Officer.

L.5 SUBMISSION OF OFFERS

L.5.1 GENERAL

This solicitation is for the performance of construction services described in Section C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT, and the Attachments which are a part of this solicitation.

L.5.2 QUALIFICATIONS OF OFFERORS

Offerors must be technically qualified and financially responsible to perform the work described in this solicitation. At a minimum, each Offeror must meet the following requirements:

- (1) Be able to understand written and spoken English.
- (2) Have an established business with a permanent address and telephone listing;
- (3) Be able to demonstrate prior experience with suitable references for company and project manager;
- (4) Have the necessary personnel, equipment and financial resources available to perform the work;
- (5) Have all licenses and permits required by local law;
- (6) Meet all local insurance requirements;
- (7) Have the ability to obtain a performance and guarantee bond and a payment bond, or to post adequate performance security, such as irrevocable letters of credit or guarantees issued by a reputable financial institution;
- (8) Have no adverse criminal record; and
- (9) Have no political or business affiliation which could be considered contrary to the interests of the United States.

L.5.3 JOINT VENTURE AGREEMENTS:

Joint Venture Offerors shall furnish with their proposal a notarized legal document that establishes the Joint Venture. The Joint Venture Agreement shall take effect upon the submission of the proposal and remain irrevocable until one (1) year after the work has been finally inspected and accepted by the Government. The Joint Venture Agreement shall include, at a minimum, the following:

- (1) Name of firms that form the Joint Venture and the name of the Joint Venture
- (2) Name and title of the corporate officials signing on behalf of each party
- (3) Solicitation number
- (4) Description of the responsibilities in terms of work category for each partner (for example Firm A performing Final of C-2-d) that sufficiently demonstrates how the joint venture meets the work requirements of this solicitation
- (5) The statement "The composition and structure of the Joint Venture will remain unchanged from award to one (1) year after the work has been finally inspected and accepted by the Government."
- (6) Date of issuance of the agreement and notarized signature of the corporate officials on behalf of each party.

The U.S. Government reserves the right to review the actual Joint Venture agreement to determine its basis and compliance with the applicable laws. Any internal agreement affecting the internal composition of the existing Joint Venture and its potential liabilities in relation to the contract (bonds, bank guarantees, insurance, etc) will be sent to the Contracting Officer to provide notice of the same. Any change in the composition of the Joint Venture will require the Joint Venture to formally request a Novation Agreement in accordance with FAR Part 42 which will be approved/disapproved at the discretion of the Contracting Officer.

The Joint Venture shall include the warrant required in accordance with DOSAR 652.242-73, Authorization and Performance.

L.5.4 SUMMARY OF INSTRUCTIONS

- (a) Each offer shall consist of the following physically separate volumes:

Volume	Title	No. of Copies *
1	<u>Price Proposal</u> , to include: <ul style="list-style-type: none">SECTION A - Executed Standard Form 1442, <u>SOLICITATION, OFFER AND AWARD</u> (Construction, Alteration, or Repair);	1 original and 2 copies PLUS 1 copy on CD
	<ul style="list-style-type: none">SECTION B – <u>SUPPLIES OR SERVICES AND PRICES/COSTS</u>: Price Proposal; completed Section B.3, CONTRACT PRICE.	
	<ul style="list-style-type: none"><u>BREAKDOWN OF PROPOSAL PRICE</u> (Bidding Charts provided as Attachment 2, see section J)	
	<ul style="list-style-type: none">Completed <u>SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS.</u>	
	<ul style="list-style-type: none">PROVIDE PROOF OF SAM (System of Award Registration) REGISTRATION, see Section I.2 and DUNS NUMBER, see Section L.9.	
2	<u>Technical Proposal</u> : to include all elements specified under Sub-section L.5.5.3	1 original and 2 copies PLUS 1 copy on CD

- (b) The complete offer shall be submitted as follows:

The complete offer shall be submitted at the address indicated at Block 8 of Standard Form SF-1442, if mailed, or the address set forth below, if delivered by courier or hand-delivered (if this is left blank, the address is the same as that in Block 8 of the SF-1442):

- (c) Any deviations, exceptions, or conditional assumptions taken with respect to any of the instructions or requirements of this solicitation shall be identified and explained/justified in the appropriate volume of the offer.

L.5.5 DETAILED INSTRUCTIONS

L.5.5.1 Proposals that are missing a significant amount of the required information may be eliminated from consideration at the government's discretion.

L.5.5.2 Volume 1: PRICE PROPOSAL

- (a) **Standard Form (SF) 1442** - Complete blocks 14 through 20C of the SF 1442
- (b) **Section B** - Complete Sub-Section B.3
- (c) **Section J, Attachment 2, Bidding Charts** – Provide a comprehensive breakdown of the price proposal; the total of which shall match that of the firm fixed-price inserted in Sub-Section B.3. The breakdown shall encompass all applicable categories of construction services including, but not limited to, general requirements; site work; labor; materials; overhead and profit. Use the Bidding Charts provided in Section J to structure breakdown of pricing. .
As part of the breakdown of price proposal, Contractor shall provide the following:
 - (1) The cost of any letters of credit required
 - (2) The cost being charged for insurance
 - (3) The indirect cost of tracking the VAT payments and reimbursements (not the VAT itself) and the cost of any legal or consultant subcontracts expected to be incurredThis breakdown of the price proposal is to be used by the Government to identify possible proposal errors, possible misunderstanding of requirements, and to assist in determining fair prices (not quantities) on future modifications. Failure to breakdown these costs may result in your proposal being found technically unacceptable and removed from the competition without further discussion.
- (d) **Section K – Complete all of Section K** Representations, Certifications and other Statements of Offerors or Respondents
- (e) Provide proof of **SAM Registration**; see Section I.2 and proof of **DUNS number Registration** see Section L.9.

NOTE: If applicable, the Value Added Tax (VAT) shall be identified as a separate line item in Section B.3 and the Bidding Charts.

L.5.5.3 Volume 2: TECHNICAL PROPOSAL

(A) **PERFORMANCE SCHEDULE AND PERFORMANCE NARRATIVE.** The performance schedule shall be presented in the form of a time scaled Network Diagram CPM Schedule clearly showing the critical path, indicating commencement and completion of various portions of the work and the entire project within the required contract completion schedule. The schedule shall be in sufficient detail to clearly show each segregable portion of work and its planned commencement and completion date.

Narrative Description of Work Plan/Methodology – Provide a performance narrative that clearly describes the order in which work will be carried out. The performance schedule and narrative shall demonstrate a thorough understanding of how work must be phased to avoid outages and ensure the necessary equipment and labor is available and installed at the required times to complete the project in a timely manner. Include a brief discussion of space required on site for staging of materials and

personnel and steps that will be taken to minimize disruptions to current operations and facilities near the site. Include the following:

1. Description of work, including how the work will be performed, the number of personnel, and groups per area. Detail the work in chronological order including materials, equipment, concrete work, etc.
2. Logistics Plan specific for the development of this project, indicating how the company will manage the project on and off site, important areas include: access, transportation, personnel hiring, subcontracting, utilities, plan updates, correspondence, etc.
3. Contingency Plan with a detailed description of the possible inconveniences that can arise during the development of the project and the alternative solutions (for example: bad weather, road closures, problems with power supply, problems with personnel, accidents on site, etc.).
4. List of Equipment that will be used in the project and indicate the quantity and if it is owned property or rented.
5. Copy of Catalogs with Technical Information and/or tests, and designs of materials proposed.
6. Overview or general description of safety plans and quality assurance plans (no more than two pages total for this item)

(B) **KEY PERSONNEL:** The Government considers the offeror's Project Manager and the Site Superintendent for Construction, to be key personnel under any contract resulting from this solicitation. The offeror shall provide a detailed resume and the experience of these individuals. At least two of these individuals shall be current employees who have worked with the offerer for more than 1 year managing similar projects. If any of these individuals are not current employees, provide a letter of intent. All of the above are considered to be Key personnel and are required to be able to read, write, speak, and understand English fluently.

The Contractor shall provide all of the following required information for each key personnel position:

1. Name of Individual, Date of Birth, Nationality;
2. Language proficiency;
3. Role on this specific construction project (for example Project Manager).
4. Describe the individual's experience in the location where the work is to be performed.
5. List experience relevant to the type of work required by this contract in chronological order, listing most recent experience first. Include following information with each experience listed:
 - i. Employing Construction Firm
 - ii. Project Title and description, highlighting similarities to work required by this contract
 - iii. Value of the project (US Dollars)
 - iv. Start and end date (month/year) of this individual's involvement on the project
 - v. Individual's responsibilities on the project
 - vi. Customer point of contract

(C) **MANAGEMENT INFORMATION:** Provide the following:

1. Company profile including a list of names, addresses and telephone numbers of the owners, partners, and principal officers of the Offeror;
2. A list of the names, addresses, and telephone numbers of all subcontractors and all principal materials suppliers to be used on the project, clearly indicating what portions of the work will be performed by them. This list shall be presented in sufficient detail to indicate which work will be performed by the Contractor work force and equipment, and the work which will be performed by subcontractor work force and equipment.
3. A comprehensive list of equipment owned, equipment available, and equipment projected to be assigned to the work described in the solicitation. This shall also include a separate listing of subcontractor equipment assigned to the project;
4. A listing of the number of personnel - broken down into discipline/craft - that will be assigned to this project. This shall include both the Contractor work force and that of any proposed subcontractor.

(D) **CONSTRUCTION EXPERIENCE AND PAST PERFORMANCE** - Provide the following:

The contractor shall provide a list of a minimum of three (3) projects successfully completed on budget **within the past four years that are similar in nature, materials, design and extent** to the work specified in this solicitation. The projects may be contracts for the U.S. Government or other clients.

If you plan to use sub-contractors, for those who will perform more than **10%** of the work for this project, provide the same documentation required by this section that demonstrates their experience relevant to the works planned to be assigned to them under the respective subcontracts.

Clearly demonstrate relevant experience, previously performed or currently being performed, of the type, volume, complexity, and scope of work comparable to the work required by this solicitation.

Provide the following information for each contract or project and describe:

1. Customer's name, address, and telephone numbers of customer's lead contract and technical personnel;
2. Contract dollar value, number and type;
3. Date of the contract award, place(s) of performance, and completion dates;
4. Brief description of the work, including responsibilities;
5. Comparability to the work under this solicitation;
6. Brief discussion of major technical or other problems and their resolution;
7. Method of acquisition (fully competitive, partially competitive, or noncompetitive), and the basis for award (cost/price, technical merit, etc.);
8. Any terminations (partial or complete) and the reason (convenience or default);
9. Identify any accidents or safety concerns that occurred and their resolution; and
10. For each of the projects submitted, provide a written performance evaluation executed at the completion of the project, if available. If not in English, please provide a courtesy translation in English.

No more than two (2), one-sided, A4-size pages of written material shall be submitted for each project. Additional photographs may be provided, and shall be limited to four (4) A4 or letter size pages per project.

Joint venture offerors shall include above information for at least two (2) projects for each partner, where the partner performed by itself or performed a major portion of the work as part of a joint venture.

(E) **PRELIMINARY QUALITY MANAGEMENT PROGRAM.** In accordance with Section E.5 of the solicitation the contractor shall provide with their offer a Quality Management Program (QMP) organizational structure for Construction portions of the contract. Describe the key personnel and roles they will play. The QMP shall be in sufficient detail to clearly demonstrate to the Government's evaluation team that the contractor has a clear understanding of the project and methods required to properly manage it and ensure quality.

(F) **AUTHORIZATION AND PERFORMANCE.** In accordance with DOSAR 652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999) provide written certification that authorization to operate and do business in the country in which this contract will be performed, has been obtained. Both DOSAR 652.242-73 and Section H.8.3 of this contract require that assurance be provided that all subcontractors and others performing work on or for the project have obtained all requisite licenses and permits as well.

(G) **FINANCIAL CERTIFICATION.** A letter or similar documentation from a financial institution confirming that in the event of contract award, the required contract bonding will be provided punctually, and in accordance with the contract requirements at Section H.1.

If asked by the Contracting Officer, the offeror shall also provide a current statement of its financial condition, certified by a third party, that includes:

Income (profit-loss) Statement that shows profitability for the *past two years*;

Balance Sheet that shows the assets owned and the claims against those assets, or what a firm owns and what it owes; and

Cash Flow Statement that shows the firm's sources and uses of cash during the most recent accounting period. This will help the Government assess a firm's ability to pay its obligations.

The Government will use this information to determine the offeror's financial responsibility and ability to perform under the contract. Failure of an offeror to comply with a request for this information may cause the Government to determine the offeror to be nonresponsible.

(H) **PERFORMANCE OF WORK BY CONTRACTOR.** Identify the work, by percentage, that will be performed by the contractor with its own work force on site. Identify sub-contractors that will perform more than **10%** of the work. For the sub-contractors identified, list the percentage of work they will perform, and provide documentation that demonstrates their experience relevant to the works planned to be assigned to them under the respective subcontracts.

L.5.6 RELATIONSHIP BETWEEN INSTRUCTIONS AND EVALUATION

Your attention is directed to the functional relationship between Sections L and M of this solicitation. Section L provides information for the purpose of organizing the proposal and is not intended to be all-inclusive. Section M describes evaluation factors for award. Since the Government evaluation of proposals will cover areas identified in Section M, proposals should address all such areas of evaluation.

L.6 FAR 52.236-27 - SITE VISIT (CONSTRUCTION) (FEB 1995) ALTERNATE I (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors are urged and expected to inspect the site where the work will be performed.

(b) **An organized site visit has been scheduled for Tuesday, April 9, 2013 at 10:00 am**

(c) Participants will meet at **entrance of Escuela Naval Almirante Padilla (Colombian Navy facility) Cartagena, Bolivar, Colombia.**

Offerors intending to participate in the site visit shall be required to submit the names, nationality and passport or national identification card numbers of their company's representatives attending to the site visit **not later than 3:00 pm on April 4, 2013** to the attention of Mr. Francisco Cabrera, e-mail cabreraf@state.gov. Attendance is limited to no more than 3 persons per company.

L.7 652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999)(DEVIATION)

(a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting office for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1693, by fax at (703) 875-6155, or write to: U.S. Department of State, Competition Advocate, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, Benita D. Williams, at 703-875-5230, Email WilliamsBD@state.gov. For an American Embassy or overseas post, refer to the numbers below for

the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1693, by fax at (703) 875-6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.

L.8 PROPOSAL DUE DATE

The proposals shall be delivered in a sealed package marked “Proposal **SCO150-13-R-N010**, no later than 2:00 pm local time April 30, 2013, to the following address:

**US Embassy Bogota - NAS
Susan Story, Contracting Officer
Carrera 45 #24B-27
Bogota, Colombia**

NOTE: No proposals will be accepted after the time specified above.

L.9 FAR 52.204-6 - DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (DEC 2012)

(a) Definition. “Data Universal Numbering System (DUNS) number”, as used in this provision, means the 9-digit number assigned by Dun and Bradstreet, Inc (D&B) to identify unique business entities, which is used as the identification number for Federal Contractors.

(b) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS number or “DUNS+4” that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same concern.

(c) If the offeror does not obtain a DUNS number –

(1) An offeror may obtain a DUNS number—

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and ZIP code.

(iv) Company mailing address, city, state, and ZIP code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry)

(x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 EVALUATION OF PROPOSALS

M.1.1 GENERAL

To be acceptable and eligible for evaluation, proposals shall be prepared in accordance with Section L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERS OR RESPONDENTS, and shall meet all the requirements set forth in the other sections of this solicitation.

M.1.2 BASIS FOR AWARD

The Government intends to make award to the lowest priced offer, provided the offeror submits an acceptable technical proposal, offers a fair and reasonable price, and the offeror is determined to be responsible. Negotiations may be conducted to obtain clarifications or improvements in the offeror's proposal. Evaluations will be conducted in accordance with the procedures set forth below:

(a) **Initial Evaluation** - All proposals received will be evaluated to ensure that each proposal is complete in terms of submission of each required volume, as specified in Section L.5, SUBMISSION OF OFFERS. Proposals that are missing a significant amount of the required information may be eliminated from consideration at the Government's discretion.

(b) **Technical Evaluation** - Those proposals remaining after the initial evaluation will be thoroughly reviewed to determine technical acceptability. Technical acceptability will include a review of each element of the Technical Proposal identified in Section L.5.5.3. To be considered technically acceptable, the technical proposal must provide the information requested in Section L and conform to the requirements of the solicitation.

(A) Performance Schedule and Performance Narrative

The Government will evaluate the performance schedule and performance narrative to review the sequence of work and to ensure that performance will be completed on time in accordance with the contract period of performance and that the contractor has demonstrated a clear understanding of the project. The end result of this review will be a determination of technical acceptability or unacceptability.

(B) Key Personnel

The Government will evaluate the key personnel. The review will include a review of the qualifications of the proposed staff and their range of experience and knowledge.

(C) Management Information

The Government will evaluate the information provided in response to Section L.5.5.3, Management Information, including list of names of the owners, partners and principal officers, listing of personnel, list of all subcontractors, a comprehensive list of equipment owned, equipment available and equipment

projected to be assigned including subcontractors'. The Government will also evaluate the required Contractors local permits, certification and licenses.

(D) Construction Experience and Past Performance

The Government will evaluate the construction projects or contracts provided to evaluate both experience and past performance. Experience pertains to the types of work and volume of work previously or currently being performed by the contractor that are comparable to the types of work envisioned by this requirement in terms of size, scope and complexity. Past performance relates to how well a contractor has performed. The Government may contact references to verify experience and past performance. If the Government is aware of contracts that meet the requirements of this solicitation but have not been included in the projects submitted, it may evaluate those contracts in addition to those submitted.

(E) Preliminary Quality Management Program

The Government will evaluate the Quality Management Program (QMP) to ensure that the contractor has demonstrated a clear understanding of the project and quality control measures required. The Government reserves the right to consider information independently obtained in the evaluation of past performance. The end result of this review will be a determination of technical acceptability or unacceptability.

(F) Authorization and Performance

The Government will evaluate the offeror's proposal to verify that the offeror is in possession of authorization to operate and do business in the country in which this contract will be performed in accordance with DOSAR 652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999).

(G) Financial Certification

The Government will evaluate the offeror's proposal to verify that the offeror has provided an acceptable letter or similar documentation from a financial institution confirming that in the event of contract award, the required contract bonding will be provided punctually, and in accordance with the contract requirements at Section H.1.

(H) Performance of Work by Contractor

The Government will evaluate the amount of work to be performed by the contractor on site and the amount of work to be performed by sub-contractors. The Government will review the experience of the proposed subcontractors relevant to the works planned to be assigned to them under this contract.

- (c) **Responsibility evaluation** – Contractor responsibility will be determined by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:
- (1) Adequate financial resources or the ability to obtain them;
 - (2) Ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
 - (3) Satisfactory record of integrity and business ethics;
 - (4) Necessary organization, experience, and skills or the ability to obtain them;
 - (5) Necessary equipment and facilities or the ability to obtain them; and
 - (6) Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

The Government reserves the right to reject proposals that are unreasonably low or high in price. In establishing whether or not a price proposed has been understated, a comparison may be made between the proposed price and that of (1) the independent government estimate; (2) to current price information from manufactures and independently obtained cost and price data; (3) fabrication, transportation, and installation costs, and (4) current labor rates.

M.1.3 AWARD SELECTION

The prices of all technically acceptable firms will then be reviewed and the award selection will go to the lowest evaluated priced, technically acceptable, responsible offeror. Unsuccessful offerors will be notified in accordance with part FAR 15.

M.2 AWARD WITHOUT DISCUSSIONS

In accordance with FAR Provision 52.215-1 (incorporated by reference in Section L of this RFP), offerors are reminded that the Government may award this contract based on initial proposals and without holding discussions, pursuant to FAR 15.306(a)(3).

M.3 FAR 52.225-17 - EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000)

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the exchange rate used by the Embassy in effect as follows:

- (a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.
- (b) For acquisitions conducted using negotiation procedures --
 - (1) On the date specified for receipt of offers, if award is based on initial offers; otherwise
 - (2) On the date specified for receipt of proposal revisions.

M.4 SEPARATE CHARGES

Separate charges, in any form, are not solicited. For example, any charges for failure to exercise an option are unacceptable.